



भारत का यज्ञपत्र

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सं. 27] नई विलासी, शनिवार, जूलाई 5, 1986/आषाढ 14, 1908

No. 27] NEW DELHI, SATURDAY, JULY 5, 1986/ASADHA 14, 1908

इस भाग में भिन्न पृष्ठ संख्या वाली है जिससे कि पहला संकलन के इस में
रखा जा सके ।

Separate Paging is given to this Part in order that it may be filed as
a separate compilation.

भाग II—खण्ड ३—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(एका मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा भारी किए गए सार्विधिक आवेदन और अधिसूचनाएँ
 Statutory Orders and Notifications issued by the Ministries of the Government
 of India (other than the Ministry of Defence)

जामिक लोक विद्यालय वथा पेशवा मंत्रालय
(जामिक एवं शिक्षण विभाग)

ਜੰਮੀ ਵਿਲੱਖਿ । ੮ ਜੂਨ । ੧੯੯੬

का, ए.ट. 2439--सेन्ट ग लॉटारे, लॉटोव्हिल और शिल्वर क्रिस्टल लॉटोव्हिल (निकाराग्वा) वित्तीयम, 1935 (1935 का 31) की पारा 11 की उपर्याहा (1) के नाम पहिल लारा 18 की उपर्याहा (1) द्वारा प्रदत्त शक्तियों का प्रतीक होता है कि लॉटोव्हिल लॉटोव्हिल में प्रत्यक्ष कर्त्तों के प्रत्यक्ष विवाह अवधियां शुरू के अनुरूपता अविकार्य वा एगो केंद्र संस्थान द्वारा प्रदत्त कानून का उक्त अधिवितम के अनुसार अन्य कानूनों में अधिवित न्यायालयों में नियंत्रण अन्वेषण शुरू लारा उन्नेपित प्राप्तों द्वारा नियंत्रित करने के लिए विशेष लाल अधिकारक वित्तक करता है।

[संख्या १३५/६/८८-प० वा च०-II]

MINISTRY OF PERSONNEL, P.G. AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 18th June, 1986

S.O. 2438.—In exercise of the powers conferred by sub-section (1) of section 18, read with sub-section (1) of sec-

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tion 11 of the Terrorist and Disruptive Activities (Prevention) Act, 1985 (31 of 1985), the Central Government, after consultation with the Government of Jammu and Kashmir, hereby appoints Shri S.K. Saxena and Yudhister Kahol, Prosecuting Officers of the Central Bureau of Investigation as Special Public Prosecutors to conduct cases investigated by the Central Bureau of Investigation in the Designated Courts at Jammu and Srinagar under the said Act.

[No. 225/6/86-AVD. II]

नई दिल्ली, 18 अन, 1986

फा. आ. 2439 केर्नीय नगरार, हाइ प्रिंसिपा संहिता, 1973 (1974 का 2) की शाया 34 की उपचाया (8) द्वारा प्रदत्त शिक्षितों का प्रयोग करते हुए, श्री विश्वनाथायण, अधिकारी, भर्त दिव्यर्ल, दो महानगर मणिटेट, नई विली के नामांकय में श्री वै.० के० जेन, श्री० जैन शुद्ध यनसाति मणिटेट के प्रबन्ध विदेश के १२० के० जैन, एस्ट्रोनैट्स (प्रा.) विभिन्न त्रि प्रबन्ध विदेश के० वै.० कृष्ण के लिए विदेश विशेष पृष्ठियां आवाजा ने ७ प्रैरै ११/७५ के० इन्हें १/श्री. वाई.०. १११ से ३५५ श्री० वै.० महानों के विदेश ना संचालन करने के लिए विशेष वै.० अधिकारी विदेश कर्म्मकालीन हैं।

[प. २२५/२/८५-८६, वा. वा. III]

New Delhi, the 18th June, 1986

S.O. 2439.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri Krishan Narain, Advocate, New Delhi, as a Special Public Prosecutor for conducting trial of cases arising out of the Delhi Special Police Establishment Regular case Nos. 7 and 8/79/GW/J/CIU. III against Shri V. K. Jain, Managing Director of M/s. Jain Shudh Vanaspati Ltd., Shri R. K. Jain, Managing Director of M/s. Jain Exports (P) Ltd. and others in the Court of Metropolitan Magistrate, New Delhi.

[No. 225/2/85-AVD. II]

M. S. PRASAD, Under Secy.

दिल्ली संचालन

(राजस्व विभाग)

मई/दिल्ली, 19 जून, 1986

का. आ. 2440.—केन्द्रीय सरकार, विवेकी सुना विविधम अधिनियम, 1973 (1973 का 46) की धारा 3 के खंड (ए) के तात्पर पठित धारा 4 की उपधारा (1) धारा प्रदत्त गविनियमों का प्रयोग करते हुए, उक्त अधिनियम के उपबंधों को प्रवृत्त करने के प्रयोगनार्थी श्री पी. के. लिथारी को प्रबल्लन प्रधिकारी नियुक्त करती है, जिनका पदाधिकार विशेष प्रबल्लन नियेक द्वारा और अक्त अधिनियम की धारा 50 धारा प्रदत्त गविनियमों का प्रयोग करते हुए, उन्हें सदृशीन बनाए गए किसी नियम, नियंत्रण या प्रादेश या उसके उपबंधों [धारा 13, धारा 18 की उपधारा (1) के खंड (क) और धारा 10 की उपधारा (i) के खंड (क) से भिन्न] के किसी उल्लंघन के मामलों को अधिनियम करने के लिए सत्रावत करती है।

[म. 174/14/86-न. स. (प्र.)]
वीलेन्स कुमार, उप सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 19th June, 1986

S.O. 2440.—In exercise of the powers conferred by sub-section (1) Section 4, read with clause (e) of Section 3 of the Foreign Exchange Regulation Act, 1973 (46 of 1973), the Central Government hereby appoints Shri P. K. Tewari to be an officer of Enforcement, with the designation of Special Director of Enforcement, for the purpose of enforcing the provisions of the said Act; and in exercise of the powers conferred by Section 50 of the said Act hereby empowers him to adjudicate cases of contravention of any of the provisions thereof other than Section 13, clause (a) of sub-section (1) of Section 18 and clause (a) of sub-section (1) of Section 19 or of any rule direction or order made thereunder.

[F. No. 174/14/86-TC(E)]
S. KUMAR, Dy. Secy

(सम्पूर्ण सम्पत्ति प्राप्ति अधिकरण)

मई दिल्ली, 23 जून, 1986।

गुरु -पा

का. आ. 2441.—दिनांक 14 अप्रैल, 1986 के भारत सरकार के राजपत्र के धारा-II, खण्ड-3, उप खण्ड (ii) के पृष्ठ संख्या 1735 से 1739 पर प्रकाशित अधिसूचना संख्या का. आ. 1547 में यहाँ नीचे

भी गई गुरु सारणी के द्वितीय कालम से नियिष्ट शब्दों के स्थान पर द्वितीय कालम में नियिष्ट शब्द पढ़े जाये ।—

गुरु सारणी

अभिधि कहा है	अंशकृ शब्द	गुरु शब्द
1	2	3
पृष्ठ 1735 पर नियम संख्या 2 "परिवाराएँ" के उपनियम (ध) के वैरा (ii) में	जिसी सधारण प्राप्तिकारी विवेकी सधारण प्राप्तिकारी के संबंध में ।	जिसी सधारण प्राप्तिकारी विवेकी सधारण प्राप्तिकारी के संबंध में ।
पृष्ठ 1735 पर नियम संख्या 2 (ध) के वैरा ii) के नीचे आगे	केन्द्रीय सरकार का सरकारी अधिकारता	केन्द्रीय सरकार का सरकारी अधिकारता
पृष्ठ 1736 पर नियम संख्या 3 के द्वितीय उप नियम (4) की सीधरी लाईन में	प्रधिकरण को विए गए आवेदन	प्रधिकरण को विए गए आवेदन
पृष्ठ 1736 पर नियम संख्या 5 के उप नियम (8) की सीधरी लाईन में	एक शापथ पद से असमित आवेदन होगा	एक शापथ पद से असमित आवेदन होगा
पृष्ठ 1736 पर नियम संख्या 6 के उप नियम (3) में पांचवी लाईन में	अनिस्तम स्पष्ट से संज्ञाकित	अनिस्तम स्पष्ट से संज्ञाकित
पृष्ठ 1738 पर नियम संख्या 16 की दूसरी लाईन में	तुरन्त आवेदन द्वारा सुरक्षा प्राप्तता प्राप्तेः सुना सकेगा या अपने आवेदन आरक्षित रखे जाने हैं।	तुरन्त आवेदन द्वारा सुरक्षा प्राप्तता प्राप्तेः सुना सकेगा या अपने आवेदन आरक्षित रखे जाने हैं।
पृष्ठ 1738 पर नियम संख्या 18 के उपनियम (4) की दूसरी लाईन में	जिसमें असहमत सदस्य की भी हैं	जिसमें असहमत सदस्य भी हैं
पृष्ठ 1738 पर प्रश्न में मद संख्या 6 (1) की प्रथम लाईन में	मध्यम प्राप्तिका	मध्यम प्राप्तिकारी
पृष्ठ 1739 पर प्रश्न में मद संख्या 9 की दूसरी लाईन	नहीं है तो प्रथम पृष्ठ लगाईये	नहीं है तो प्रथम पृष्ठ लगाईये

[का. स. 91/सामाज्य/स. स. प. अ. /1986]

बी. चक्रवर्ती, रजिस्ट्रार

(Appellate Tribunal for Forfeited Property)

New Delhi, the 23rd June, 1986

CORRIGENDUM

S.O. 2441.—In the English version of the notification dated 14th April, 1986 published under S.O. 1547 appearing on page Nos. 1739-1743 in the Gazette of India dated 19-4-1986, in Part-II, Section 3, sub-section (ii),—

(1) On page 1739 insert the words and brackets "(Department of Revenue)" above the words "Appellate Tribunal for Forfeited Property" appearing above the word "Notification" at the beginning.

(2) On page 1740, in sub-rule (3) of rule 6, in line 10th to 12th for the expression

"to be provisional and the appeal dealt with as though it in time and condones the delay, the registration shall cease had been registered under sub-rule (i)"

read

"in time and condones the delay, the registration shall cease to be provisional and the appeal dealt with as though it had been registered under sub-rule (i)"

(3) On page 1740 in sub-rule (4) of rule 6 in 9th line, for the word "being" read the word "having"

(4) On page 1740 in sub-rule (4) of rule 6 in 9th line, for the word "receied" read the word "received"

(5) On page 1740, in the beginning of sub-rule (8) of rule 6, for the figure and punctuation mark ":" read figure and brackets "(8)"

(6) On page 1741, in rule 16, in 3rd line, for the word "reserve" read "reserved"

(7) On page 1743, in note No. 3 appearing at the end of form of Memorandum of Appeal, in the first line insert the word "of" between the words "memorandum" and "appeal".

[F. No. 91/Genl./ATFP/1986]

B. CHAKRAVARTY, Registrar

(आधिक कार्यालय क्रियाग्रहण)

(दैनिक क्रियाग्रहण)

नई दिल्ली, 16 जून, 1986

का. नं. 2442.—राष्ट्रीय कूपी और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की अपारा 6 की उपधारा (1) के बांड (5) के उपर्याप्त क्रमांक में केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्शदाता के प्रत्यापदाता द्वारा द्वारा कूपी और ग्रामीण विकास, कूपी संकायालय, नई दिल्ली के अधिकारी द्वारा सां शीनिवारम बांडी को था एम. शुभद्रामन के स्थान पर, यात्राय कूपी और ग्रामीण विकास बैंक का नियोजक नियुक्त करता है।

[F. नं. 7/3/86-BO. I-1]

(Dept. of Economic Affairs)

(Banking Division)

New Delhi, the 16th June, 1986

S.O. 2442.—In pursuance of clause (e) of sub-section (1) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government in consultation with Reserve Bank of India hereby appoints Shri C. Srinivasa Sastry, Secretary in the Department of Agriculture and Co-operation, Ministry of Agriculture, New Delhi as the Director of the National Bank for Agriculture and Rural Development vice Shri M. Subramanian.

[No. F. 7/3/86-BO. I]

नई दिल्ली, 17 जून, 1986

का. नं. 2443.—नियोजित बीमा और प्रत्यय ग्रांटों नियम अधिनियम, 1961 (1961 का 47) की अपारा 6 की उपधारा (1) के बांड (5) के उपर्याप्त क्रमांक में केन्द्रीय सरकार, भारतीय रिजर्व बैंक के साथ परामर्शदाता के प्रत्यापदाता द्वारा थी पी.ए. नाथर, चार्टर्ड लेवाकार्टर, बम्बई और एस. ए. ए. घटालिया के स्थान पर दो धर्म की अधिकारी के लिए नियोजित बीमा और प्रत्यय ग्रांटों नियम के रूप में नामिन करता है।

[संख्या एफ. 6/4/85-BO. I-1]

एम. एस. सीतारामन, अवृत अधिकारी

New Delhi, the 17th June, 1986

S.O. 2443.—In pursuance of the provisions of clause (d) of sub-section (1) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri P. A. Nair, Chartered Accountant, Bombay as a Director of the Deposit Insurance and Credit Guarantee Corporation for a period of two years vice Shri S. S. Ghatalia.

[No. F. 6/4/85-BO. I]

M. S. SEETHARAMAN, Under Secy.

केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड

नई दिल्ली, 30 जून, 1986

ग. 378/8-सीमा शुल्क

का. नं. 2444.—केन्द्रीय उत्पाद-शुल्क और सीमा शुल्क बोर्ड, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की अपारा 9 द्वारा प्रदत्त गतिकों का प्रयोग करते हुए, महाराष्ट्र राज्य के रत्नगिरि जिले में, रत्नगिरि नगर की भाग्यागार स्टेशन धोषित करता है।

[ग. म. 473/534/85-सीमा-शुल्क-VII]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 30th June, 1986

No. 378/86-CUSTOMS

S.O. 2444.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Ratnagiri City in District Ratnagiri in the State of Maharashtra to be a warehousing station.

[F. No. 473/534/85-CUS. VII]

ग. 377/86-सीमा शुल्क

का. नं. 2445.—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की अपारा 9 द्वारा प्रदत्त गतिकों का प्रयोग करते हुए, तमिलनाडु राज्य के धर्मपुरी जिले में हारूसमग्र [को गम्पर्यगम्पल नियंत्रित शुल्क एकक की स्थापना के प्रयोजन के लिए भाग्यागार स्टेशन के रूप में धोषित करता है।

[ग. म. 474/11/86-सी. श. VII]

एम. मायकल, अवृत अधिकारी

केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड

No. 377/86-CUSTOMS

S.O. 2445.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Hartal town in Dharmapuri District in the State of Tamil Nadu to be a warehousing station for the purposes of setting up of hundred per cent export-oriented units.

[F. No. 474/11/86-CUS. VII]

M. MICHAEL, Under Secy.
Central Board of Excise and Customs

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 18th June, 1986

S.O. 2448.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply.

[No. 16/12/86-M. III]

L. C. GOYAL, Under Secy.

ANNEXURE TO THE NOTIFICATION NO. 16/12/86 M III

Sl. Nos. of the No. Undertakings	Registered Address,	Registration No.
1. M/s J.R. Patel & Sons Ltd.	'Avantika' Gandhinagar Highway Keba crossing, Nabholi Distt. Gandhinagar-382009	2114/84
2. M/s Gajra Bevel Gears Ltd.	Industrial Area, A.B. Road, Dewas (M.P.)	1721/64
3. M/s Tokushu Menan Paper Mfg. Co. Ltd.	110-St. Mary's Road Madras-600018	1058/75
4. M/s Indian Organic Chemicals Ltd.	New Excelsior Building Wallace Street Bombay-400001	1336/77

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

गांधी दिल्ली, 23 जून, 1986

का. आ. 2449.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि सोकहिन में यह आवश्यक है कि गुजरात राज्य में के-442-से जी.जी.एस. VI तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिल्ड जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिलाने के प्रयोग-जन के लिये एतप्रावद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

जन: अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार में उसमें उपयोग का अधिकार अंजित करने का अपना आशय एतद्वारा घोषित रिया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिलाने के लिए आवेदन सम्म प्राप्तिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देवभाव प्रभाग, मकारुरा गोड, बड़ीकरा-9 की इस अधियूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनियोगित: यह भी कथन करेगा कि वह यह आहता है कि उसकी मुनियाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की भार्फत।

अनुसूची

के-442 से जी. जी. एस. VI तक पाइप लाइन बिलाने के लिए राज्य: गुजरात जिला: मेहसाना तालुका: कलोल

गांव	लॉक नं.	हेक्टेयर	आर मेट्रियर
पासार	527	0	16 50

[सं. O-12016/102/86-प्रोएनगी-ई- 4]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 23rd June, 1986

S.O. 2449.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from K. 442 to G.G.S. VI in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the said land to the Competent Authority, Oil & Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

SCEDULE.

Pipeline from K-442 to GGS VI

State : Gujarat District : Mehsana Taluka : Kalol

Village	Block No.	Hectare	Acre	Centiare
Pansar	527	0	16	50

[No. O-12016/102/86-ONG-D4]

का. आ. 2450.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि सोकहित में यह आवश्यक है कि गुजरात राज्य में एस. एस. बी. जी. से एस. एस. सी. टी. एफ तक पेट्रोलियम के परिवहन के लिये पाइपलाइन नेत्र तथा प्राकृतिक गैस आयोग द्वारा बिल्ड जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिलाने के प्रयोजन के लिये एतप्रावद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अब अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आशय एतद्वारा घोषित रिया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिलाने के लिए आवेदन सम्म प्राप्तिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देवभाव प्रभाग, मकारुरा गोड, बड़ीकरा-9 की इस अधियूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनियोगित: यह भी कथन करेगा कि उसकी मुनियाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की भार्फत।

अनुसूची

एस. एन. बी. जी. मे एस. एस. मी. टी. एफ.

राज्य :—गुजरात

जिला व तालुका :—मेहसाना

गांव	ब्लॉक नं.	हेक्टेअर	एकार्ड संटीअर
कालपुरा	870	0	08
	867	0	03
	866	0	04
	865	0	15

[सं. O-12016/99/86-ओ एस बी-डी 4]

S.O. 2450.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNBG to S.S.C.T.F. In Gujarat State pipeline should be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the said land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from SNBG to SS. CTF

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hectare	Are	Centi- are
Kalapura	870	0	08	50
	867	0	03	85
	866	0	04	45
	865	0	15	85

[No. O-12016/99/86-ONG—D4]

का. आ. 2451.—यह मेट्रोलियम और ब्लॉक नं. 3 की उपयोग के अधिकार का अंतिम अधिनियम, 1962 (1962 का 50) में उपयोग के अधिकार का अंतिम अधिनियम, 1962 (1962 का 50) की शारण 3 की उपधारा (1) के अधीन भारत सरकार के मेट्रोलियम बंकालय की अधिसूचना का. आ. स. 3578 संग्रह 25-10-84 द्वारा केन्द्रीय सरकार ने उम्मीद सूचना से संबंध अनुसूची में विनिविट भूमियों में उपयोग के अधिकार को पाइपलाइनों को विद्युति के लिए अंजित करने का अपना आग्रह घोषित कर दिया था।

और यह संक्षेप अधिकारों ने उक्त प्रधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार के रिपोर्ट दे दा है।

और आगे, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विनाश करने के पाइयान् इस अधिसूचना से संबंध अनुसूची में विनिविट भूमियों में उपयोग का अधिकार अंजित करने का विनिष्टव्य किया है।

अब, यह उम्मीद प्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त करने के द्वारा केन्द्रीय सरकार एवं द्वारा घोषित करनी

है कि इम अधिसूचना में संलग्न अनुसूची में विनिविट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विद्युति के प्रयोग के लिए एवं द्वारा अंजित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त विविट के प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल प्राकृतिक गैस आयोग में सभी बाधायों से भूक्त रूप में घोषणा के प्रीकृति इस तारीख को निहित होगा।

अनुसूची

एमोजेड और वायरेड विद्युति के लिए।

राज्य :—गुजरात जिला : मेहसाना तालुका : कलोल

गांव	ब्लॉक नं.	हेक्टेअर	आर	संटीअर
मोसी ब्लॉक	1060	0	00	7
	1059	0	00	1
	1058	0	00	32
	1057	0	00	13
	1051	0	00	1
	1052	0	01	11
	1940	0	02	1

[सं. O-12016/107/84—प्रोएनजी-डी 4]

S.O. 2451.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3578 dated 25-10-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declare its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to notification;

Now, therefore, in exercise of the power conferred by section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Right of users for Anode Bed & Wire Bed

State : Gujarat District : Mehsana Taluka : Kalol

Village	Block No.	Hectare	Are	Centi- are
Moti Bhoyan	1060	0	00	30
	1059	0	00	34
	1058	0	00	36
	1057	0	00	16
	1051	0	00	70
	1052	0	01	40
	1940	0	02	10

[सं. O-12016/107/84—ONG—D4]

का. आ. 2452—यह ऐट्रोलियम और बनिय पाइपलाइन भूमि में उपयोग के अधिकार का अंतिम अधिनियम, 1962 (1962 का 50) का आर. 3 की उपधारा (1) के अधीन भारत सरकार के ऐट्रोलियम मन्त्रालय की अधिसूचना का आ. स. 2902 तारीख 7-6-85 द्वारा केंद्रीय सरकार ने उन अधिसूचना से संबंधित अनुसूची में विनियिष्ट भूमियों में उपयोग के लिए आर को पाइपलाइन को विभाने के लिए अंजित करने का अपना दायर घोषित कर दिया था।

ग्रीष्म यतः सरकार प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अंतिम सरकार को रिपोर्ट दे दी है।

और आगे, यतः केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के दूसरे अधिसूचना से संबंधित अनुसूची में विनियिष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनियन्य किया है।

ग्रीष्म यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा दर्शाया गया प्रयोग करने हुए केंद्रीय सरकार एवं द्वारा घोषित कराई गई कि इन अधिसूचना में संलग्न अनुसूची में विनियिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विभाने के प्रयोजन के लिए पाइपलाइन घोषित किया जाता है।

ग्रीष्म यतः उक्त धारा की उपधारा (1) के अंतिम सरकार ने प्रयोग करते हुए केंद्रीय सरकार निर्देश देता है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की वजाय तेज और प्राकृतिक गंभीर आयोग में, सभी आवाधी से सूक्ष्म रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

पुस्तक के इ. जे. से पन के सी.टी. एफ तक पाइप लाइन विभाने के लिए

वर्ज्य : गुजरात जिला—मेहाना ताल्मुका—कही

गांव	स. न.	हेक्टेग्रा	एकार्ड सेटीभर
का.	117	0	96
	116	0	84
	115	0	36
	114/3	0	12
	85	0	56
	86/2	0	01
	89	0	44
	90	0	11
	91/2	0	12
	91/4	0	04
	93	0	40

[स. O-1/2016/69/85-को एन जी डी-4]

S.O. 2452.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 2902 dated 7-6-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Aquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central

Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from NKEJ to NK CTF

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Acre	Centi- aro
Chalasan	117	0	00	96
	116	0	06	84
	115	0	06	36
	114/3	0	12	00
	85	0	04	56
	86/2	0	01	08
	89	0	07	44
	90	0	11	04
	91/2	0	12	84
	91/4	0	04	32
	93	0	08	40

[No. O-1/2016/69/85-ONG-D4]

का. आ. 2453.—यह ऐट्रोलियम और बनिय पाइपलाइन (भूमि में उपयोग के अधिकार का अंत) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अंतिम सरकार के ऐट्रोलियम नक्शालय की अधिसूचना का.आ.स. 2903 तारीख 10-6-85 द्वारा केंद्रीय सरकार ने उन अधिसूचना में संलग्न अनुसूची में विनियिष्ट उक्त भूमियों में उपयोग के अधिकार को पाइपलाइन को विभाने के लिए अंजित करने का अपना आण्य घोषित कर दिया था।

ग्रीष्म यतः सरकार प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अंतिम सरकार को रिपोर्ट दे दी है।

और आगे, यतः केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इन अधिसूचना में संलग्न अनुसूची में विनियिष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनियन्य किया है।

अब अब, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रकाश गया प्रयोग करते हुए केंद्रीय सरकार पाइपलाइन घोषित करती है कि इन अधिसूचना में संलग्न अनुसूची में विनियिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विभाने के प्रयोजन के लिए पाइपलाइन घोषित कर दिया जाना है।

और आगे उक्त धारा 6 की उपधारा (1) द्वारा प्रकाश गयी प्रयोग करने हुए केंद्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की वजाय तेज और प्राकृतिक रूप से आयोग में सभी आवाधी से सूक्ष्म रूप में घोषणा के प्रकाशन की इस तारीख की निश्चित होगा।

अनुसूची

पाइप लाइन अनोड बेड से आयर बेड तक।

राज्य: गुजरात जिला—मेहसाना तालुका कलोल

गाव	ब्लॉक नं.	हेक्टर	आर	सेंटीयर
छहात	360	0	02	00
	361	0	03	20

[सं O-12016/70/85-ओएन जी-डी-4]

S.O. 2453.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2903 dated 10-6-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Anode Bed & Wire Bed

State : Gujarat	District : Mehsana	Taluka : Kalol	Village	Block No.	Hectare	Are	Cen-	Fi-
							ta-	ti-
Chhatral	360	0	02	00				
	361	0	03	20				

[N.O. O-12016/70/85—ONG—D-4]

का आ. 2453.—ग्रत केन्द्रीय सरकार को यह प्रतीत होता है कि लोकलियम में यह आवश्यक है कि महाराष्ट्र गज्य में बेंवर्ड से पूना तक पैट्रोलियम पदार्थों के परिवहन के लिए पाइप लाइन हिन्दुस्तान पैट्रोलियम कार्पोरेशन द्वारा त्रिशूर जाने चाहिये।

ओर यह यह प्रतीत होता है कि लोडी लोडी को यिछाने के प्रयोजन के लिए प्रत्युषाशक्ति अनुसूची में वर्णित भूमि में उपयोग का अधिनायक अनिवार्य करना आवश्यक है।

पर: यह पैट्रोलियम धौर यिनिज पार्स इन्डिया (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार शक्ति करने का प्रयत्न आयोग प्रतिद्वारा घोषित किया है।

वर्तमान के उक्त भूमि में हिन्दूड़ में कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आधिक सम्मान प्राप्तिकारी हिन्दुस्तान पैट्रोलियम कार्पोरेशन लिमिटेड, बेंवर्ड पूणे पाइप लाइन प्रोजेक्ट व्यवेत्र रिफायनरीज कार्पोरेशन रोड बंवर्ड को इस प्रधिसूचना की तारीख से 21 दिनों के भीतर कर सकता।

प्रीरणी प्राप्तियों करने वाला हर व्यक्ति विनियोग यदि भी कथन करेगा कि क्या वह आहता है कि उसकी सुनवाई घ्यकिता हो या किसी विधि अवधारी की मार्फत।

अनुसूची

बेंवर्ड तुता पाइप लाइन गांव पाली के प्रदेश में देवद तक
शास्त्रका पमवेल त्रिशा गयगड, महाराष्ट्र

गांव	त्रिशा नम्बर	हिस्सा नं.	धेनुकल		
			गट नम्बर	में एम्पर	सेल्टी
1	2	3	4		
पाली देवद	10 का भाग	--	00	08	50
"	12 "	--	00	01	00
"	19 "	अ	00	04	00
"	19 "	ब	00	05	00
"	19 "	क	00	06	00
"	19 "	ड	00	04	00
"	50 "	--	00	01	30
चिल्हो	79	4	00	01	00
बोर्ड	98	2	00	07	00
"	133 "	--	00	01	00
"	134 "	5	00	05	25
"	145 "	--	00	02	00
अजिली	69 "	--	00	02	25
चिल्हो	19 "	1	00	07	00
गिन्कर	88 "	--	00	07	50
"	182	--	00	05	50
"	183	--	00	27	00
"	185 "	--	00	02	75
"	186 "	--	00	05	50
बारबर्ड	7	3 अ	00	02	00
"	7	8	00	00	00
"	7	9	00	09	00
"	7	12 अ	00	04	00
"	53	1	00	02	00
"	56	2 अ	00	08	00
"	58 "	2 अ	00	11	00
"	74	--	00	35	00
प्रिंगर	67	2	00	10	00
"	76	--	00	01	75
"	88	1	00	01	50
"	88	2	00	05	00

1	2	3	4
मोहिये	68 का भाग	00	04 50
"	69 "	1	00 02 50
"	69 "	2	00 26 00
पोयंगे	83 "	5 अ	00 01 50
"	83 "	5 ब	00 01 25
"	106 "	2	00 01 00
"	135 "	—	00 10 00
"	177 "	1	00 02 00
पाली म.	37 "	—	00 01 50
"	34 "	2	00 43 50
देवद	78 "	—	00 05 00

[सं. O—1216/100/86 भ्रा. एन-जी-डी-4]

पी.ओ.को. राजगोपालन, ईस्क अधिकारी

S.O. 2454.—Where it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now therefore in exercise of the powers vested in them by virtue of Section 3 (i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipe Line from village Pali-Devad to village Devad.

Taluka : Panvel, District : Raigad, Maharashtra.

Village	S. No. G. No.	Hissa No.	Area		
			Hec-	Are	Cen-
1	2	3	4	taire	
Pali-Devad	10 Part	—	00	06 50	
"	12 Part	—	00	01 00	
"	19 Part	A	00	04 00	
"	19 Part	B	00	05 00	
"	19 Part	C	00	06 00	
"	19 Part	D	00	04 00	
"	50 Part	—	00	01 30	
Chikhale	79 Part	4	00	04 00	
Borte	98 Part	2B	00	07 00	
"	133 Part	—	00	01 00	
"	134 Part	5	00	05 25	
"	145 Part	—	00	02 00	

1	2	3	4
Ajiwali	69 Part	—	00 02 25
Vichumber	19 Part	1	00 07 00
Shivkar	88 Part	—	00 07 50
"	182 Part	—	00 05 50
"	183 Part	—	00 27 00
"	185 Part	—	00 02 75
"	186 Part	—	00 05 50
Barvao	7 Part	3 A	00 02 00
"	7 Part	8	00 08 00
"	7 Part	9	00 09 00
"	7 Part	12 B	00 04 00
"	53 Part	1	00 02 00
"	56 Part	2 A	00 08 00
"	56 Part	2 B	00 11 00
"	74 Part	—	00 35 00
Bhingar	67 Part	2	00 10 00
"	76 Part	—	00 04 75
"	88 Part	1	00 01 50
"	88 Part	2	00 05 00
Mohipe	68 Part	—	00 04 50
"	69 Part	1	00 02 50
"	69 Part	2	00 26 00
Poyanje	83 Part	5 A	00 01 50
"	83 Part	5 B	00 01 25
"	106 Part	2	00 01 00
"	135 Part	—	00 10 00
"	177 Part	1	00 02 00
Pali Bk.	37 Part	—	00 01 50
"	34 Part	2	00 43 50
Devad	78 Part	—	00 05 00

[No. O-12016/100/86-ONG-D4]

P.K. RAJAGOPALAN, Desk Officer

इलैक्ट्रॉनिकी विभाग

नई विल्सो, 24 जून, 1986

S.O. 2455.—भविष्य मिशन अधिनियम, 1925 (1925 की 19), की भार्य 8 की उपचाय (3) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार द्वे एत्युद्धारा उक्त अधिनियम की भनुत्सुधी में, निम्नलिखित सार्वजनिक संस्थान को शामिल करती है, प्रथात् :—

“प्रायोगिक सूक्ष्म तरंग इलेक्ट्रॉनिकी हांडोनियरी लया भनुत्सुधा संस्था, बम्बई”

[सं. श्री ई/एन भार सी/समीर/85(2)]

DEPARTMENT OF ELECTRONICS

New Delhi, the 24th June, 1986

S.O. 2455.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely :—

“The Society for Applied Microwave Electronics Engineering and Research, Bombay”.

[No. DE/NRC/SAMEER/85(2)]

का. श्रो. 2456.—भविष्य निधि अधिनियम, 1925 (1925 की 19) की घारा 8 की उपशारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवंवारा निदेश देती है कि उसके अधिनियम के प्रावधान अमर्द्वार्द्ध स्थित प्रायोगिक मूक्षम तरंग इलेक्ट्रॉनिकी इंजीनियरी तथा अनुसंधान संस्था (समीकरण) के कर्मचारियों के लाभार्थ संस्थापित भविष्य निधि पर नाम होंगे।

[सं. श्री. ई/एनआरसी/समीर/85)(1)]

एस. कृष्णन, उपनिदेशक (प्रशासन)

S.O. 2456.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Society for Applied Microwave Electronics Engineering and Research, Bombay.

[No. DE/NRC/SAMEER/85(1)]
S. KRISHNAN, Dy. Director (Admn.)

परिवहन मंत्रालय

(जन-भूतल परिवहन विभाग)

(नौकरीन पक्ष)

नई दिल्ली, 16 जून, 1986

(वाणिज्य पोत परिवहन)

का. आ. 2457.—केन्द्रीय सरकार समय-समय पर यात्रासंशोधित राष्ट्रीय नाविक कल्याण बोर्ड नियम, 1963 के नियम 3 प्रौदर 4 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की घारा 218 की उपशारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए इस अधिसूचना के ज्ञानकीय राजपत्र में प्रकाशन की तरीके से दो बचों की अधिकारी के लिए राष्ट्रीय नाविक कल्याण बोर्ड का गठन करती है जिसमें निम्नलिखित सदस्य होंगे; अर्थात् :—

अधिकारी

1. नौकरीन के प्रभारी मंत्री (पदेन) उपाध्यक्ष

2. परिवहन मंत्रालय में राज्य मंत्री या उप मंत्री (पदेन) सदस्य

3. नौकरीन भहानिदेशक, "जहाज भवन", बालचंद्र हाईकाउन्ड मार्ग, बंबई-400038. सदस्य (पदेन)

4. नाविक कल्याण संबंधी कार्य देखने वाले यंत्रुक सचिव, जन-भूतल परिवहन विभाग, नई दिल्ली

5. अधिक कल्याण संबंधी कार्य देखने वाले उप सचिव, अम मंत्रालय, मई विल्सन

6. कौटन ही. ए. रामचंद्रन, राज्य पत्तन अधिकारी, मटास।

7. श्रो. ए. ए. मविद दाणिज्य और परिवहन विभाग, उड़ीसा सरकार

8. कौटन श्री. एम. गोपीनाथ उप कार्बोर्टर मुख्य पत्तन व्याप के प्रतिनिधि।

9. कौटन यू. श्री. पटनायक हार्थर मास्टर परादीप पत्तन व्याप के प्रतिनिधि।

10. श्री. ई. एम. नारायण, पिण्डेश अधिकारी, (ममु कानून और लैशोगिक संबंध) 23, भेकर टावर, "एफ" (इमरि भैंसिल) कुफ्के परेष, बंबई-400005

11. श्री के. एम. मंडारकर, अध्यक्ष, मालिक पैर्स अभियान (कमीशल), 4, एम. वॉ. मार्ग, बेलार्ड पर्सेट, बंबई-38।

12. श्री. लिफे बनेस महासचिव भारत का राष्ट्रीय नाविक मंज, 4, गोपा रुड, फोर्ट, बंबई-38

13. श्री के. ई. शुभिया, महा, मचिव, मेरीटाइम यूनियन अफ इंडिया, उद्योग मंज, 29, बालचंद्र हाईकाउन्ड मार्ग, बंबई-400038।

14. श्री शान्ति राम नाईक, सोक सभा के सदस्य।

15. मुख्य अधिकारी वाणिज्यिक समुद्र विभाग, भद्रास।

16. श्री पी. वेंकट राज, आन्ध्र प्रदेश।

17. उप नौकरीन महानिदेशक, नाविक कल्याण प्रभारी, जहाज भवन, बालचंद्र

हाईकाउन्ड मार्ग, बंबई-38। सदस्य सचिव (पदेन)

[काइल सं. एस. बैल्यू. /एम. बैल्यू. एस-33/85-गम. टी.]

मुख्य सचिव, बंबई मचिव

MINISTRY OF TRANSPORT

(Department of Surface Transport)

(Shipping Wing)

New Delhi, the 16th June, 1986

(MERCHANT SHIPPING)

S.O. 2457.—In exercise of the powers conferred by sub-section (1) of section 218 of the Merchant Shipping Act, 1958 (44 of 1958) read with rules 3 and 4 of the National Welfare Board for Seafarers Rules 1963 as amended from time to time, the Central Government hereby constitutes, for a period of two years from the date of publication of this Notification in the

Official Gazette, the National Welfare Board for Seafarers, consisting of the following members namely:—

CHAIRMAN

1. The Minister in charge of Shipping (ex-officio)

Vice-Chairman

2. The Minister of State or the Deputy Minister in the Ministry of Transport (ex-officio)

Members

3. The Director General of Shipping, Member (ex-officio)

'Jahaz Bhavan',
Walchand Hirachand Marg,
Bombay-400038.

4. Joint Secretary dealing with Seamen's Welfare, Deptt. of Surface Transport, New Delhi. } Representatives of Central Govt.

5. Deputy Secretary dealing with Labour Welfare, Ministry of Labour, New Delhi.

6. Capt. D.T. Ramachandran, State Port Officer, Madras.

7. Shri A. Rath, Secretary, Commerce and Transport Deptt. Govt. of Orissa.

8. Capt. V.S. Gopinath, Deputy Conservator.

9. Capt. U.C. Pattanaik, Harbour Master.

10. Shri T.S. Narayan, Special Officer, (Maritime Law & Industrial Relations)

22, Maker Tower,
'F' (2nd Floor),
Cuffe Parade,
Bombay-400005.

11. Shri K.S. Bhandarkar, Chairman, Owners/Agents Committee (Crows), 4, S.V. Marg, Ballard Estate, Bombay-400038.

12. Dr. Leo Barnes, General Secretary, National Union of Seafarers of India, 4, Goa Street, Fort, Bombay-38.

13. Shri K.E. Sukhia, General Secretary, Maritime Union of India, Udyog Bhavan, 29, Walchand Hirachand Marg, Bombay-400038.

Member (ex-officio)

Representatives of Central Govt.

Representative of Govt. of Tamil Nadu.

Representative of Govt. of Orissa.

Representative of Mumbai Port Trust.

Representative of Paradip Port Trust.

Representatives of Ship owners.

Representatives of Seafarers.

14. Shri Shantaram Naik, Member of Lok Sabha.

15. Principal Officer, Mercantile Marine Department, Madras.

16. Shri P. Venket Rao, Andhra Pradesh. Non-official member prominent in the field of seamen's welfare or public welfare.

17. Dy. Director General of Shipping, Incharge of Seamen's Welfare, Jahaz Bhavan, Walchand Hirachand Marg, Bombay-400038.

Representative of Lok Sabha.

Representative of Societies interested in the Welfare of Seamen.

Member Secretary (ex-officio)

[F. No. SW/MWS-33/85-MT]
SUDARSHAN SYNGHAL, Under Secy.

(परिवहन पक्ष)

नई दिल्ली, 18 जून, 1986

का.पा. 2458—सूक्ष्म मद्रास स्टीमर एजेंट्स एसोसिएशन ने मद्रास शाक लेवर बोर्ड में गोरी अभिकों और नीबहन कंपनियों के नियोक्ताओं का प्रतिनिधित्व करने के लिए श्री प्रार. रामकृष्ण जी अब सेवा निवृत्त हो गए हैं, के स्थान पर 1 मई, 1986 से श्री वी वी प्रार. राजामणि को नामित किया है।

इतने अब केंद्रीय सरकार, गोरी अभिक (रोजगार का विनियमन) नियम, 1962 के नियम 4 के साथ पठित गोरी अभिक (रोजगार का विनियमन) प्रधिनियम, 1948 (1948 का 9) की धारा 5क की उपधारा (3)धारा प्रवल शक्तियों का प्रयोग करते हुए श्री वी वी प्रार. राजामणि को उक्त बोर्ड का सदस्य नियुक्त करती है और मारत सरकार परिवहन मंत्रालय (बल भूतल परिवहन विभाग) की प्रधिसूचना सं.का.पा. 68(ए) दिनांक 24 फरवरी, 1986 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त प्रधिसूचना में "गोरी अभिकों और नीबहन कंपनियों के नियोक्ताओं के प्रतिनिधित्व सदस्य" शीर्षक के तहत मद्र. सं. 4 के लिए उससे सम्बन्धित प्रक्रिया के स्थान में निम्नलिखित पढ़ा जाए, अर्थात् :—

"4 श्रीवी प्रार. राजामणि, मद्रास स्टीमर एजेंट्स एसोसिएशन के प्रतिनिधि"।

[का. सं.एमडीएम/6/85-पू.एस (एल)]

सुदैप कुमार, प्रबंध सचिव

(Transport Wing)

New Delhi, the 18th June, 1986

S.O. 2458.—Whereas the Madras Steamer Agents Association has nominated Shri V. R. Rajamani to represent the employees of dock workers and shipping companies on the Madras Dock Labour Board with effect from 1st May, 1986 in place of Shri R. Ramakrishnan, since retired;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948) read with rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby appoints Shri V.R. Rajamani as a member of the said Board and makes the following amendment in the notification of the Government of India in the Ministry of Transport (Department of Surface Transport) No. S.O. 68(E), dated the 24th February, 1986, namely :—

In the said notification, under the heading "Members representing the Employers of Dock Workers and Shipping Companies", for item No. 4 and the entry relating thereto, the following item and entry shall be substituted, namely :—

"4 Shri V. R. Rajamani Representative of the Madras Steamer agents Association".

[F. No. LDM/6/85-US(L)]

SUDESH KUMAR, Under Secy.

भारत संसाधन विभाग संचालन

(विभाग विभाग)

नई विल्सी, 13 जून, 1986

पूर्व विभाग अधिनियम, 1890

अंग्रेजी

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान

का. आ. 3459.—इससे उपायम् अनुसूची में विनिर्दिष्ट संपत्ति को भारत के पूर्व विभाग कोषाध्यक्ष में निहित करने और भारत सरकार के भूतपूर्व विभाग संचालन सं. का. आ. 1955, तारीख 25 जून 1986 के रूप में अधिसूचित स्कीम के अनुसार उसका उपयोग करने के लिए केन्द्रीय सरकार को एक आवेदन किया गया है;

अतः, अब, केन्द्रीय सरकार, पूर्व विभाग अधिनियम, 1890 (1890 का 6) की धारा 4 की उपचारा (1) द्वारा व्रद्धत समिक्षणों का प्रयोग करते हुए, और पूर्वोक्त आवेदन पर, निवेश देती है कि उक्त संपत्ति भारत के पूर्व विभाग कोषाध्यक्ष में निहित होगी और उसके द्वारा धारित होगी तथा यह भी निवेश देती है कि उक्त संपत्ति और उसकी व्याप का उपयोग उपर्युक्त स्कीम में अधिकृत नियंत्रणों के अनुसार किया जाएगा।

अनुसूची

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान ने निमित्त डाकघर पंच कर्त्तव्य साक्षि जाते में विनियोजित 1,00,00,000 रुपए (केवल एक करोड़ रुपए) की राशि जो निशें 17 फरवरी, 1986 से प्रभावी है और 17 फरवरी, 1991 को, 11.5 प्रतिशत वार्षिक की दर पर व्याज सहित, प्रतिसंवेद्य है।

[सं. का. नि. सं. 21-19/85-मक्का-5]

आरो एस० सिरोही, उप सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 13th June, 1986

In the matter of the Charitable Endowments Act, 1890

AND

In the matter of the National Foundation for Teachers' Welfare.

S.O. 2439.—Whereas an application has been made to the Central Government for vesting the property, specified in the Schedule appended hereto, in the Treasurer of Charitable Endowments for India, to be applied in accordance with the Scheme published with the notification of the Government of India in the late Ministry of Education No. S.O. 1955, dated the 25th June, 1962.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Charitable Endowments Act, 1890 (6 of 1890), and on the application as aforesaid, the Central Government hereby directs that the said property shall vest in the Treasurer of Charitable Endowments for India to be held by him and directs that the said property and the income thereof shall be applied in accordance with the terms set out in the aforesaid Scheme.

SCHEDULE

A sum of Rs. 1,00,00,00 (Rupees one crore only) invested on behalf of the National Foundation for Teachers' Welfare in 5-Year Post Office Time Deposit Account, the deposit being effective from the 17th February, 1986 repayable on the 17th February, 1991, with interest at the rate of 11.5 per cent per annum.

[No. F. 21—19/85-School-5]
R. S. SIROHI, Dy. Secy.

भारत संचालन

(दाक विभाग)

नई विल्सी, 24 जून, 1986

का. आ. 2460—भारतीय डाकघर अधिनियम 1898 (1898 का 6) के खंड 43 में प्रवत्त विभिन्नों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा भारतीय डाकघर नियमावली, 1933 में और संशोधन करते हुए नियमित नियम बनाई है:—

1. (i) मे नियम भारतीय डाकघर (हिन्दीय संशोधन) नियम 1986 को लाएंगे।

(ii) वे भारत के राज्यत में प्रकाशन की तारीख से लागू होंगे।

2. भारतीय डाकघर नियमावली, 1933 के नियम 114 में "स्याही" शब्द के स्थान पर "नीली/काली स्याही" शब्द प्रतिस्थापित किए जाएं।

[सं. 27-17/85-सी. प्राई]

बी. शीनिवासन, निदेशक (धारा एष दी)

टिप्पणी:—भारतीय डाकघर नियमावली, 1933 के प्रकाशन के बाद अन्तर्राष्ट्रीय अधिसूचनाएं विस्तृतित हैं:—

(1) स.का.नि.सं. 2886-तारीख: 10-12-75

(2) सा.का.नि.सं. 596 (स्था) ता. 30-12-75

(3) सा.का.नि.सं. 741 (स्था) ता. 31-12-75

(4) सा.का.नि.सं. 472 ता. 24-1-76

(5) सा.का.नि.सं. 93 (स्था) ता. 25-2-76

(6) सा.का.नि.सं. 811 (स्था) ता. 31-3-76

(7) सा.का.नि.सं. 943 (स्था) ता. 21-6-76

(8) सा.का.नि.सं. 135 ता. 7-1-78

(9) सा.का.नि.सं. 304 (स्था) ता. 29-5-78

(10) सा.का.नि.सं. 316 (स्था) ता. 18-5-79

(11) सा.का.नि.सं. 4118 ता. 29-12-79

(12) सा.का.नि.सं. 1256 (ता.) 13-3-80

(13) सा.का.नि.सं. 490 (स्था) 26-8-80

(14) सा.का.नि.सं. 491 (स्था) ता. 26-8-80.

(15) सा.का.नि.सं. 380 (स्था) ता. 5-6-81

(16) सा.का.नि.सं. 409 (स्था) ता. 26-9-81

(17) सा.का.नि.सं. 417 (स्था) ता. 22-5-82

(18) सा.का.नि.सं. 59 (स्था) ता. 11-2-82

(19) सा.का.नि.सं. 411 (स्था) ता. 13-5-82

(20) सा.का.नि.सं. 33 (स्था) ता. 20-1-83

(21) सा.का.नि.सं. 49 (स्था) ता. 2-2-83

(22) सा.का.नि.सं. 444 (स्था) ता. 23-5-83

(23) सा.का.नि.सं. 1652 ता. 19-5-84

(24) सा.का.नि.सं. 329 ता. 3-5-86

(25) सा.का.नि.सं. 461 ता. 14-6-86

MINISTRY OF COMMUNICATIONS

(Department of Posts)

New Delhi, the 24th June 1986

S.O. 2460.—In exercise of the powers conferred by section 43 of the India Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the India Post Office Rules, 1933, namely :—

1. (1) These rules may be called the Indian Post Office (2nd Amendment), Rules, 1986.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 114 of the Indian Post Office Rules, 1933 for the word "ink" the words "blue or blank ink" shall be substituted.

[No. 27-17/85-CI]

B. SRINIVASAN, Director (R&D).

- (1) G.S.R. No. 2886 dated 19-12-75
- (2) G.S.R. No. 596(E), dated 30-12-75
- (3) G.S.R. No. 741(E), dated 31-12-75
- (4) G.S.R. No. 472 dated 24-1-76
- (5) G.S.R. No. 93(E) dated 25-2-76
- (6) G.S.R. No. 811(E), dated 31-5-76
- (7) G.S.R. No. 943(E), dated 21-6-76
- (8) G.S.R. No. 125 dated 7-1-78
- (9) G.S.R. No. 304(E), dated 29-5-78
- (10) G.S.R. No. 316(E), dated 18-5-79
- (11) G.S.R. No. 4118 dated 29-12-79
- (12) G.S.R. No. 1256 dated 13-5-80
- (13) G.S.R. No. 490(E) dated 26-6-80
- (14) G.S.R. No. 491(E), dated 26-8-80
- (15) G.S.R. No. 380(E), dated 5-6-81
- (16) G.S.R. No. 409(E), dated 26-9-81
- (17) G.S.R. No. 417(E), dated 22-5-82
- (18) G.S.R. No. 59(E), dated 11-2-82
- (19) G.S.R. No. 411(E), dated 13-5-82
- (20) G.S.R. No. 33(E), dated 20-1-83
- (21) G.S.R. No. 49(E), dated 2-2-83
- (22) G.S.R. No. 444(E) dated 23-5-83
- (23) G.S.R. No. 1652 dated 19-5-84
- (24) G.S.R. No. 461 dated 14-6-86
- (25) G.S.R. No. 329, dated 3-5-86.

अम मंत्रालय

नई दिल्ली, 17 जून, 1986

का.पा. 2461.—राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34)की धारा 4 के खण्ड (ग) के अनुसरण में श्री एस.सी. मुक्ता के स्थान पर श्रीमति किरण विजय तिह, सचिव, मध्य प्रदेश सरकार अम विभाग, मोपाल को कर्मचारी राज्य बीमा नियम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है।

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34)की धारा 4 के अनुसरण में, भारत सरकार के अम मंत्रालय की अधिसूचना संघर्षा का.पा. 545 (ग), दिनांक 25 जूलाई, 1985 में निम्नलिखित संशोधन करती है, प्रथमतः—

उक्त अधिसूचना में, "(राज्य सरकार द्वारा धारा 4 के खण्ड के (ग) के प्रथम नामनिर्दिष्ट)" शब्दके नीचे नंद 17 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएंगी, प्रथमतः—

“श्रीमति किरण विजय तिह,
सचिव, मध्य प्रदेश सरकार,
अम विभाग, मोपाल।”

[सं.पू-16012/3/86-एस-1]

MINISTRY OF LABOUR

New Delhi, the 17th June, 1986

S.O. 2461.—Whereas the State Government of Madhya Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Smt. Kiran Vijay Singh, Secretary to the Government of Madhya Pradesh, Labour Department, Bhopal to represent that State on the Employees' State Insurance Corporation, in place of Shri S. C. Gupta;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading "(Nominated by the State Government under clause (d) of section 4)", for the entry against Serial Number 17, the following entry shall be substituted, namely :—

“Smt. Kiran Vijay Singh,
Secretary to the Government
of Madhya Pradesh,
Labour Department,
Bhopal.”

[No. U-16012/3/85-SS. II]

नई दिल्ली, 18 जून, 1986

का.पा. 2462.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34)की धारा 4 के खण्ड(ग)के अनुसरण में डाक्टर एस.एन.मुखर्जी के स्थान पर डाक्टर एम.डी.सैगल, महानिवेशक, स्वास्थ्य सेवा, भारत सरकार को कर्मचारी राज्य बीमा नियम के सदस्य के रूप में नामनिर्दिष्ट किया है:

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के अम मंत्रालय की अधिसूचना संघर्षा का.पा. 545 (ग), दिनांक 25 जूलाई, 1985 में निम्नलिखित संशोधन करती है, प्रथमतः—

उक्त अधिसूचना में, “(केन्द्रीय सरकार द्वारा धारा 4 के खण्ड(ग)के प्रथम नामनिर्दिष्ट)” शब्दके कीचे मदद 5 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएंगी, प्रथमतः—

“डा.एम.डी.सैगल,
महानिवेशक, स्वास्थ्य सेवा,
भारत सरकार, नई दिल्ली।”

[सं.पू-16012/2/86-एस-1]

ए. के. भट्टराई, अध्यक्ष सचिव

New Delhi, the 18th June, 1986

S.O. 2462.—Whereas the Central Government has, in pursuance of clause (c) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Dr. M.D. Saigal Director General of Health Services, as a member of the Employees' State Insurance Corporation, in place of Dr. S. N. Mukherjee;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading "(Nominated by the Central Government under clause (c) of section 4)", for the entry against Serial Number 5, the following entry shall be substituted, namely :—

“Dr. M. D. Saigal,
Director General of Health Services,
Government of India,

[No. U-16012/2/86-SS. II]

A. K. BHATTARAI, Under Secy.

नई विली, 18 जून, 1986

का.पा. 2463.—जीवोगिक विदाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, भौद्वीय सरकार, विशाखापट्टनम पत्तन न्याय के प्रबंधन से सम्बद्ध नियोजकों और उनके कमीकारों के बीच, अनुबंध में निविट औद्योगिक विदाद में औद्योगिक व्यविकरण, आंध्रप्रदेश का पंचाट का प्रकाशित करता है, जो केन्द्रीय सरकार को 12 जून 1986 को प्राप्त हुआ था।

New Delhi, the 18th June, 1986

S.O. 2463.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Andhra Pradesh as shown in the Annexure in the industrial dispute between the employers in relation to the Visakhapatnam the Central Government on the 12th June, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)

AT HYDERABAD

Industrial Dispute No. 5 of 1985.

BETWEEN

The Workmen of Visakhapatnam Port Trust, Visakhapatnam.

AND

The Management of Visakhapatnam Port Trust, Visakhapatnam.

APPEARANCES :

Sri G. Bikshapathi, Advocate for the workmen. Sarvasti K. Srinivasa Murthy, H. K. Saigal and Kumari G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-34011/12/84/D. IV dt. 22-1-1985 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Visakhapatnam Port Trust, Visakhapatnam and their workmen to this Tribunal for adjudication :

"Whether the action of the Management of Visakhapatnam Port in engaging contract labour in clearing of muck and fines in Ore Handling Complex and also on regular works as Khalasis in Stores, Locos, Vulcanising, Maintenance etc. is justified? If not to what relief the workman are entitled to?"

This reference was registered as Industrial Dispute No. 5 of 1985 and notices were issued to the parties.

2. The claims statement filed by the workmen of Visakhapatnam Port Trust represented by General Secretary, Port and Dock Employees Association, Visakhapatnam praying that the action of the Management in engaging the contract labour for clearing operations of muck and fines of ore handling complex and also on regular works as Khalasis in stores, locos, vulcanising, maintenance etc. as unjustified and with a prayer that the management to fill up these posts by regular recruitments and pass such other reliefs as deemed fit and proper in the circumstances.

(a) It is mentioned that the petitioner is a Trade Union having registered under the Trade Unions Act. According to him more than 75 percent of workmen employed in the Ore handling complex to which the reference relates are the members of their Union and this Union is competent to espouse their case.

(b) It is further mentioned that the ore handling complex was established in 1965 by the Visakhapatnam Port Trust under the control of department of Chief Mechanical Engineer for the purpose of exporting of iron ore to Japan

and other countries. The iron ore is transported from Balidilla Iron Ore Mines, Madhya Pradesh by train. The ore is trialed and stack piled at the Ore Handling Complex. As and when the ships from foreign countries arrived at Visakhapatnam Port, ore will be loaded through conveyor systems in the Ore Handling Complex. The ore is transferred from one conveyor to another, at the mechanical houses and also through the chutes. During the shifting operations of the ore from one conveyor to another, lot of dust mixed with water, fines and ore particles will fall down. Unless these are cleared immediately, transhipment operations will come to a stand still.

(c) Therefore, the work relating to clearing of muck and fines is of a regular nature and so long as the conveyor system is in operation, the work relating to clearing of muck etc., has to be carried out. Since the operations in ore handling complex take place round the clock till supply of ore in the ship is completed, necessarily the clearance of muck and fines etc., would have to be attended to simultaneously.

(d) From 1965 to 1975 the clearing of muck and fines etc., is being done by the departmental personnel who were regular workmen under the Port Trust. Later the Respondent started giving the said work to the contractor thereby the workmen who were working in the said place had to be shifted to some other place. Therefore the introduction of contract system in these operations not only dislocate the existing Khalasis but also restricted further employment potential. When the industrial establishments work is regular and perennial in nature the contract labour should not have been engaged. Therefore the very introduction of contract labour system in the said operation is contrary to the provisions of Contract Labour (Abolition and Regulations) Act.

(e) Similarly the Management also employed contract labour system in other regular departmental works like Stores, Locos, Vulcanising, Maintenance and Electricals. These sections are integral parts of the main operations of the Complex. These works are performed by regular workmen appointed for this purpose. But the Respondent introduced the contract labour system in 1981 and the contract labour is being used to assist the operation. This is also contrary to the contract labour (Abolition and Regulations) Act. The Management by introducing such contract labour system in these operations have shifted about 300 khalasis to various other places in the Port Trust and in their place about 300 contract labour is being engaged. If the regular workmen are employed in much clearing operation and also in various sections they will be discharging their duties with a sense of responsibility and productivity will increase and the export potential of the iron ore will be increased proportionately. About 300 people are deprived of their regular jobs due to introduction of contract system in the Ore Handling Complex. The Union made representation on various occasions as no action is taken on the matter after failure of conciliation proceedings, the same is referred to this Tribunal.

3. In the counter filed by the Management, the Management questioned the very reference brought to the Tribunal as outside the scope of Industrial Disputes Act. It is also mentioned that the union is not a recognised union and therefore it is not open to raise any industrial dispute by it.

(a) The Management took the stand that the clearing of muck and fines is the work of intermittent nature and cannot be said to be of continuous type. So there is no necessity at all for the appointment of regular workmen. It is true that the Ore Handling Project was commissioned in 1965 for ships of smaller size for purpose of loading of iron ore. At that time the work relating to clearing of muck and fines used to be got done by departmentally. At that time the work was also continuous and constant clearing of muck and fines.

(b) The capacity of the plant was enhanced considerably by inaugurating of outer harbour in 1976 after installing lengthy conveyor, the biggest in Asia. Thereafter ships of larger capacity namely one thousand DWT and above are now calling at the Port for the purpose of loading and carrying iron ore to Japan. In view of the bigger size of ships visiting the Port the frequency of calling of the ships for the

purpose of carrying iron ore is reduced considerably and only one or two ships a month are visiting the Port for this purpose. Consequently the conveyor gallery is put to use only for a maximum period of 7 to 10 days a month and the rest of the period in the month the conveyor gallery is remaining idle. Therefore the work relating to clearing of muck and fines is attended only when the conveyor gallery is in operation and when the same is remaining idle, there is no work of clearing of muck and fines. In this view of the matter the work is purely temporary and periodical. Further during the raining season the clearing of muck and fines required to be attended without postponing the same, unlike in other seasons and in that view of the matter the work can be also called seasonal. So this work is temporary periodical and also seasonal and it is not continuous and perennial nature. Therefore there is no necessity to engage any workman on regular basis.

(c) It is incorrect to state that the contract labour are engaged on regular departmental work like Stores, Locos, Vulcanising, Maintenance and Electricals. The labour used to be engaged on the job of urgent breakdowns only, whenever required, but not regularly or continuously as alleged in the claims statement. It is also incorrect to alleged that about 300 contract labours are engaged. The Respondent Management depriving all job potential of 300 workmen. As a matter of fact the total maximum engagement of labour was never exceeded 220 at any time. By engaging contract labour rights and privilege of any existing workmen have never been affected.

4. The workmen examined two witnesses as W.W1 and W.W2 and marked Exs. W1 to W2. While the Management examined two witnesses as M.W1 and M.W2 and marked Exs. M1 to M3.

5. By the Order in M.P. No. 165 of 1985 dated 2-8-85 filed by Visakhapatnam Port Employees Union represented by its Secretary D.V. Ramaiah, to implead in the dispute, was rejected which is the part of the record. Assistant that order, the employees of VPT files W.P. No. 10104 of 1985 and High Court was also pleased to observe that the subject matter of the industrial dispute being regarding abolition of contract labour, they can come and examine themselves as witness and the reasoning of the lower Tribunal is perfectly justified and the said Writ Petition was dismissed on 11-12-1985 vide Orders (parts of the records).

6. W.W1 is the General Secretary of the Port and Dock Employees Association, Visakhapatnam Port Trust, Visakhapatnam. He is also working as Operator in Grade I in Ore Handling Complex. He deposed that their Union comprised of 3,000 members and he filed a list of employees of their Union in I.D. No. 9185 and that they are exposing the cause of workers in conciliation and adjudication in the present department. It is mentioned that iron ore comes from Balidilla Mines, Madhya Pradesh and exported to Visakhapatnam Port Trust through conveyor system to Japan and while operating the system the muck and fines will fall on the ground. It is deposed that it is a regular process throughout the day and throughout the year and without cleaning the fine and muck, is not possible to operate, as the same would jump the process. From 1965 to 1975 the work was carried out by Denarmental Khalasis. From 1976 the work was given to the Contractor. In 1979 the contract was given to a Cooperative Society called Ore Handling Complex Labour Cooperative Society, Visakhapatnam. From 1981 there is an agreement with the society to carry out the works of Ore Handling Complex on a daily rated basis at the rate of Rs. 17.00 per day and it was increased from Rs. 20.40 per day from 7-12-1983. From 1983 the Management is engaging the contract labour in Vulcanising Section (jointing of base) Loco section, Electrical Section, Stores and Maintenance Section. Upto 1983 contract labour was being engaged only for clearing of muck and fines and after 1983 they are engaged in other department also. The work of cleaning muck and fines and also to work in other departments which is attended by the contract labour mentioned above is of a regular and perennial in nature. It is his case that they load five ships a month and six million tons of iron in a year exported to Japan and that operations

are done throughout the day. He filed Ex. W1 as the minutes regarding the rates of daily wage paid to the contract labours. Exs. W2 and W3 are some of the log sheets which goes to establish that contract labours are employed in regular works. According to the provisions of the contract labour (Abolition and Regulations) Act the regular and permanent nature of works shall not undertake by the contract labour. It is his case that the above department are all permanent in nature and the Port Trust should not have appointed contract labour for carting of the clearing of muck and fines and other work which are of regular nature. It is his case that 300 Khalasis are working prior to 1975 and they are shifted to other department and their promotion opportunities were reduced for the existing workers. He further mentioned that the permanent workers like operatives who are posted to the Ore Handling Complex cannot exercise any control on these contract labour and they have no administrative or disciplinary control over them. It is his case that he has written to the Chairman as General Secretary to dispensed with the contract labour system and marked the said letter Exs. W4 to W11 and Ex. 12 is the representation to the conciliation officer, Central. Ex. W13 is the comments of the Management and Ex. W14 is the conciliation proceedings minutes and Ex. W15 is the failure report.

7. According to him the Port Trust is paying Rs. 33.00 per day for casual khalasis and Rs. 20.40 is being paid for the contract labour and the contract labour will not have any medical facilities welfare benefits and workmen compensation and retirement benefits as any other regular employees get. Therefore the union prayed that the contract labour system in clearing of muck and fines in various departments be dispensed with and staff therein should be observed as permanent Khalasis in the Port Trust on par with the regular khalasis with attendant benefits or alternatively to recruit qualified persons as khalasis to the said works. He denied the averment in the counter that the works are sporadic and temporary in nature and asserted that they are permanent and continuous and regular, according to him their union represented 75 per cent of the strength of the Ore Handling Complex workers.

8. W.W2 is the President of Port and Dock Employees Association, Visakhapatnam Port Trust, Visakhapatnam. According to him the Chief Mechanical Engineering Department is the department of Ore Handling Complex, and it looks after the operations, maintenance, electrical locos and there are other departments namely Traffic, Vulcanising and the work is perennial in nature. According to him in Ore Handling Complex iron ore is unloaded from the trains and loaded into the ships and the iron ore loading is done throughout the day and night all through the year and it is a continuous process. He filed Ex. W16 statement of iron ore exported through Ore Handling Complex, Visakhapatnam Port Trust to Japan from April 1977. Ex. W17 is the statement showing the payment of amount to the contractors. He also filed a statement showing the contract labour being used to departmental work during the month of August 1985 and September, 1985 in three shifts they are marked as Exs. W18 and W19. According to him on an average five ships were loaded per month with iron ore which is being exported outside India. According to him the regular workers must be employed in the place of contract labour for the said iron ore export operations. He was working for three months in the loading section and for another three months in the unloading the trains and that on promotion as Grade I Operator he worked for 10 years and presently he was working as Assistant Foreman, Visakhapatnam Port Trust and that he worked in Vulcanising Section Receiving Section i.e. train unloading section; Shipping Section and that he was working as President of the Union in the beginning and that he was under member of the Union. According to him in 1976 the biggest conveyor gallery was commissioned and it is the second biggest in Asia and he also deposed that now a days they are taking 7 to 10 days for a maximum period to load a big ship were upto 1980 they used to load the ship for 36 hours to 40 hours which is in time for bigger ships of one lakh D.W.T. He denied the suggestion that the frequent of loading of iron ore was reduced after the introduction of new conveyor belt.

9. M. W1 is the Executive Engineer, Mechanical, Ore Handling Complex, Visakhapatnam Port Trust deposed that he was incharge of operation and maintenance of shipping system of the Plant. According to him from 1965 upto 1976

iron ore used to be export through Ore Handling Complex by the Conveyor belt system and at that time small ships were calling at the ports with a maximum capacity of 33,000 tonnes only. In 1976 the Outer Harbour Complex was inaugurated and the export of iron ore was started in a large scale. According to him the belt which were in smaller size and short were dispensed with at the present loading which is run on bigger size long conveyors. He admitted that now a days one lakh tonnes D.W.T. capacity vessels were coming and on average about three days will be taken to load the big ship of one lakh tonnage in the Outer Harbour. He admitted that iron ore is exported to Japan from Visakhapatnam. According to him in month on an average of 5 to 6 ships of one lakh tonnes and above will arrive at Visakhapatnam Outer Harbour to take iron ore. He mentioned that 15 days in a month of loading operation will be taking place for loading these ships. According to him the said 15 days loading is not a continuous one and but they are spread over in a month. There is a possibility of the mucks and fines falling and accumulating under the conveyor belts and transfer points. He mentioned that contract labourers were engaged to remove the accumulation whenever muck and fines are accumulated and that it is not a continuous operation to remove muck and fines but it is only intermittent. He admitted that the removal of muck and fines at transfer point is necessary for smooth running of the belt or conveyor system. The accumulation of muck and slush is more during the raining season and less in other seasons. According to him there will not be any slush during the other three seasons. Fine materials dropping while the conveyor system was working is known as fines and it is his case that there is no necessity for employing people on regular basis for clearing of muck and fines or muck and slush. It is his case that the main work of the contract labour for clearing muck and fines and in case is there any breakdown of the plant for carrying out vulcanising machines, sleepers and wood plank, the assistance of the Labour will be taken. Similarly if any heavy material is to be carried the assistance of labour will be taken and this is not a continuous process. According to him the removal of muck and fines in transfer of heavy material, does not require any special skill and the employed contract labour for the same and they are not workmen of the Visakhapatnam Port Trust and they do not come under the Industrial Disputes Act. He marked administrative annual accounts for the year 1984-85 for Visakhapatnam Port Trust as Ex. M1 showing the balance sheet for 31-3-1985 at pages 60 and 61. According to him it shows the deficit as per the balance sheet. He is an L.M.E. as per the educational qualifications and passed intermediate as general. He was in Ore Handling Complex from 1965 to 1976 at that time they were getting 15 to 16 ships per month on an average with a capacity of 25 thousand tonnes average. He admitted that there are records for that, they have not filed the same. He admitted that there are records to show how many ships were loaded at the outer harbour after 1976 till today of his deposition but they have not filed any record to show except stating orally in his evidence. He denied the suggestion that the loading operations at the Outer harbour were being done in 25 to 28 days in a month on an average. He agreed in cross examination and they have records to show the extent of iron ore that was exported ships wise and monthwise and that they have not filed the said records. He conceded that when the equipment is running it is not possible to clear muck and fines and 60 per cent berth occupancy as shown at page 37 of Ex. M1 includes the time the ship is berth till it is sailed and this will not give actual loading or the number of employees engaged. The contract labour are engaged for clearing of muck and fines since 10 years and he could not say how much was paid for the contract labour for these 10 days, he could not say Ex. W7 statement whether the amount shown in the statement are correct or not. Though he admitted contract labour are used for carrying heavy materials during breakdown and also for breakdowns at vulcanising and maintenance and though he admitted that they were maintained records for using contract labour not departmental works. He accepted that he did not file any records before this Tribunal. He conceded that he is not looking after the financial aspect of the Visakhapatnam Port Trust. He conceded that he is not concerned to look after the budget affairs and that he did not know what is meant by budget. He conceded that there is a gap of about a year till the outer harbour were exporting of iron ore commenced and during that period at no time departmental labour were employed for clearance of muck and fines and the same was given to the contract labour.

He conceded that though the work was given to a private agency outside in the first instance later it was addressed to Cooperative Society. He admitted that the conveyor system of the Ore Handling Complex operates three shifts round the clock provided there is a berth for loading and that tipping operation will be done everyday throughout the month. When there is a tipping operation, the concerned tipping will be running. According to him as long as the plant runs the contract labour will not touch anything. The clearing will be done when the conveyor were stopped. It is not correct to say that during tipping operation conveyors are used and muck and fines are removed by the contract labour in the tipping operation, there is a gap of an hour from the completion of one train to the starting of another train, and this gap will be utilised for carrying muck and fines by employing contract labour. On an average there will be five to six trains tipped for unloading the iron ore and maximum of 12 to 15 hours in a day in receiving the conveyor of iron ore will be in operation. Finally he conceded that the contract labour will be employed for about 8 hours in a day spread over at train gaps for removing the muck and fines. According to him they are paying only for the quantity of muck and fines removed on cubic measurement and not daily or hourly basis for contract labour. He conceded that the employment of contract labour every day at the tipping point operation as inevitable. According to him each train will consist of 50 wagons containing iron ore each training require 2 hours for tipping iron ore in a shift of 8 hours about two trains of 100 wagons will be tipped on an average and the recess of two hours during that period of two trains will be utilised for removing muck and fines. He conceded that tipping operation and conveyor operation are interconnected and the clearing of muck and fines depend upon season. According to him if an accumulation is too much in rainy season they stop the operation of clearing of muck and fines so that the operation can be carried safely. It is his case that about 200 contract labour are loaded by the supervisors throughout the plant in three shifts on an average of 30 to 40 people per day for tipping side. According to him some 200 contract labour is being rotated and adjusted for the entire plant, including for shipping and receiving means stock piling. He also accepted that the contract labour are utilized for breakdown jobs such as vulcanising, maintenance and electrical. He accepted that the statement under Ex. W-18 showing shiftwise and datewise and sectionwise labour used is maintained by them. He said so after seeing Ex. W-18. He conceded that there is an increase in breakdown especially in 1985 in the conveyor system they were using 40 to 45 contract labour in all sections of Ore Handling Complex in three shifts. According to him there are records maintained by them showing the exact contract labour used by them for the work earlier to 1985 and the labour who are entrusted with department are being paid daily wages system and not on piece rated system. He also verified Ex. W-17 figures and mentioned that having got their own registers for payments to the contract labour regarding the daily wages and they will be available in the accounts department. The rated capacity of shipping conveyor is 8 thousand tonnes per hour. But roughly three to four thousand tonnes of iron ore are transported by conveyor system per hour on an average. He also mentioned that there will be records about arrival of the ships and departure of ships and the quantity loaded. He could not deny the suggestion that the effective operation of Ore Handling Complex for receiving the iron ore at the tipping point and stacking the iron ore and also transporting it to the ship is a continuous process they require 300 workmen. He could not say whether the Management obtained permission or license for engaging contract labour on Ore Handling Complex. He conceded that they are paying Rs. 20.40 per day to the contract labour when they are engaged in departmental work but a regular khalasi is asked to do the same work. It works out on an average Rs. 39.00 per day to be paid to him. When he asked whether they are doing contract system as a kind of economy measure to the detriment of workers, the witness could not say anything and he could not say that the principal employer has taken licence under the Contract Labour (Abolition and Regulation) Act.

10. MW-2 is the Senior Deputy Financial Adviser and Chief Accounts Officer, Visakhapatnam Port Trust. He marked Ex. M-1 as the Administrative report and Annual

Accounts for the year 1984-85. According to him the accumulative deficit as on 31-3-1985 stands at Rs. 26,04,51,242 (page 61 of Ex. M-1). According to him Visakhapatnam Port Trust is divided into three units, Visakhapatnam Outer Harbour, Visakhapatnam Inner Harbour and Visakhapatnam Fishing Harbour and Ex. M-1 consist for the accounts for the three major units referred by him. According to him if the demand of the workers in the reference are to be implemented by the Visakhapatnam Port Trust they have to incur an overall expenditure of Rs. 50 lakhs per year, and he filed Ex. M-2 and M-3 to show details of payment made to the Ore Handling Complex Labour Contract Cooperative Society for the period from 8-9-1979 to December 1985 and another statement showing iron ore exporting or carriers from 1976-77 to 1984-85. He agreed that there is overall surplus for the year 1984-85 as shown at page 70 Rs. 7,85,86,500 of Ex. M-1. He could not say that the clearing of muck and fines is a continuous process and whether the department was undertaking the work of removing muck and fines prior to 1979. He conceded that from May 1985 onwards the payment is consistently over one lakh till December 1985. When he suggested that additional commitment for converting contract labour as a regular workmen will be 30 lakhs per annum, Witness conceded the same. Finally when it is suggested to him that the Visakhapatnam Port Trust was exploiting contract labour to their disadvantage and to the advantage of the Port by not abolishing the contract labour saving 30 lakhs per annum. The witness denied the same.

11. The admitted facts of the case are that the iron ore is being brought from Balidilla Mines in Madhya Pradesh and it is exported from Visakhapatnam through Visakhapatnam Port Trust through conveyor system to Japan. In 1965 the export of iron ore is introduced. From 1965 to 1975 admittedly the work was carried by the Departmental khalasis. When iron ore is exported through the conveyor system. It is admitted that muck and fines will fall on the ground from conveyor. It is also admitted that without cleaning the muck and fines it is not possible to operate the equipment and conveyors as the process will be jammed. The other facts which are admitted also as follows. From 1976 the work was entrusted to a contract and 1979 the same was again given to a cooperative society called Ore Handling Complex Labour Contract Cooperative Society. From 1981 the Visakhapatnam Port Trust entered into an agreement with the Society to carry out the works of Ore Handling Complex on a daily rated basis at the rate of Rs. 17.00 per day and it was finally increased to Rs. 20.40 per day from 7-12-1983. It is also admitted that the Management is engaging the contract labour in vulcanising section, loco section, electrical section, Stores and Maintenance Section. It is admitted that originally from 1965 to 1976 smaller ships visited Visakhapatnam Port and that the Outer harbour was constructed in 1976 and after the Outer Harbour is constructed the capacity of the conveyor belt loading is 8,000 tonnes per hour, and that the ships with one lakh tonnes DWT were visiting the harbour and they are loaded with iron ore by conveyor system. Previous to this Outer harbour being developed in 1976 only the ships with maximum capacity of 33,000 tonnes were visiting the Port and they used to get 15 to 16 ships per month on an average during the earlier period. It is denoted by WW-1 and WW-2 that they are loading five ships and clearing of muck and fines through the contract labour system and 6 million tonnes of iron ore is exported in a year to Japan. MW-1 admitted in the Chief itself that in a month that an average of five to six ships of one lakh tonnes and above will arrive at Visakhapatnam Outer Harbour to take iron ore and he also conceded that there is possibility of muck and fines falling on the vulcanising unit or the conveyor belt on the transfer point.

12. Now it is admitted that after the Outer Harbour is constructed in 1976 when the bigger vessels with maximum capacity of one lakh DWT of five to six ships on an average were visiting the Outer Harbour to take iron ore. The Management is engaging contract labour for removing muck and fines and also for removing accumulated muck and slush during the rainy season and the same contract labour is also used for breakdown of the plant and also carrying vulcanising sleepers, wooden planks and consisting of labour will be taken if any heavy material is carried on.

13. The sole point in dispute which would alter the entire scope of engaging the contract labour in clearing of muck and fines in Ore Handling Complex and also on regular work as khalasi in stores, locos, vulcanising maintenance

etc., depends upon the fact whether they are used continuously for clearing of muck and fines as a continuous process and making their work perennial or whether the said work is sporadic and intermittently done and whether the attending to the works at the Stores, locos, vulcanising, maintenance etc., is continuous or vocationally done. The Management contends that the Ore Handling complex is engaging the contract labour for the said purposes as this work involved only sporadic operations are intermittent operations and that the same is not regular and perennial in nature. The workers on the other hand contend that this process of transporting iron ore through conveyor system involve of falling of muck and fines and they have to be cleared by timely operations and that this is perennial and regular process.

14. Now to prove these facts and to substantiate their respective contentions the Management relied upon MW-1 and MW-2 and Exs. M-1 to M-3 while the workers relied upon the evidence of WW-1 and WW-2 and Exs. W-1 to W-20. Before going further it is interesting to note that the falling things are conceded by the Management through their evidence and their documents. MW-1 conceded that on an average to load a big ship of one lakh tonnes in the Outer Harbour which is exporting to Japan from Visakhapatnam they take three days and in a month on an average five to six ships of one lakh DWT and above will arrive at Visakhapatnam Outer Harbour to take iron ore, and that about 15 days in a month the loading operations will be taking place for loading the ships and this 15 days loading is not continuous but the same is spread over a month. He conceded that during this period while the iron ore is being conveyed through the conveyor belt there is possibility of muck and fines carried by the conveyor belt and transfer point. He conceded that the removal of muck and fines at the transfer point is necessary for the smooth running of the belt or the conveyor system. According to him the accumulation of muck and slush will be more during the rainy season and less in other seasons, and the main work of the contract labour is for clearing the muck and fines. He also admitted that in case of breakdown of the Plant for carrying vulcanising machines, sleepers and wooden planks the assistance of the contract labour was taken and also for carrying heavy materials and the workers employed for these duties are employed under the Contract Labour Regulations and Abolition Act and they are not treated as workman of the Visakhapatnam Port Trust.

15. He conceded that they have got record to show how many ships have been loaded at the outer harbour after 1976 till the date of deposition and he did not file any record to show except stating orally in his evidence. He also conceded that there are records showing in coming and outgoing ships from 1965 to 1976 carrying iron ore, noting down the quantities of iron ore exported shipwise and it is also maintained in the records showing how many days the ships were available at the berth for covering the iron ore. Yet he did not file those records to substantiate his case. It is suggested to him that loading operations at the outer harbour is being done for 25 to 28 days in a month on an average. Though he admitted that they have records to show the extent of iron ore that was exported shipwise and monthwise they have not filed the records. Ex. M-1 report at page 24 would show that no time the export of iron ore was more than 6.2 million tonnes. The said statement is from 1980-81 to 1984-85. On the other hand WW-1 who is the General Secretary of Port and Dock Employees Association asserted that they load five ships in a month and six million tonnes of iron ore is exported in a year to Japan after the Outer Harbour is expanded. So the evidence of WW-1 corroborated by MW-1 regarding the number of bigger ships that were being loaded at the outer harbour per month and Ex. M-1 also showed at page 24 that the export of iron ore was more than 6.2 million tonnes from 1980-81 to 1984-85. Peculiarly the Management withdrew the records which showed the extent of iron ore that was exported shipwise and monthwise. MW-1 admitted that there is no statement showing how many days the ship was occupying the berth for purpose of loading iron ore at the outer harbour and the actual chance that was loaded though they have got figures to show at page 37 of Ex. M-1 about the berth occupancy and percentage of berth occupancy. This would show that the Management is not prepared to produce the records that were required to show that the work was perennial or intermittent whether the operations were carried at the outer harbour for 25 to 28 days in a month or only for 15 days in a month which are spread over as contend by the Management's witness.

16. Admittedly the contract labours are engaged for clearing muck and fines for the last ten years. MW-1 conceded that the statement at page 37 in Ex. M-1 regarding 60 percent berth occupancy includes the time the ship is berthed till it is sailed but it will not be given actual loading time or the number of employees engaged. These are the crucial factors that are required to show how much actual time was taken for loading and how many employees were engaged when a ship was berthed till it is sailed. Having admitted that contract labour are engaged for clearing of muck and fines. MW-1 could not say how much had been paid to the contract labour. He could not deny the statement under Ex. W-7 where under the workers filed the statement showing the amounts paid to the contract labour for muck and fines clearance to be true or not. On the other hand MW-2 who is the Senior Deputy Financial Adviser and Chief Accounts Officer for Visakhapatnam Port Trust mentioned that Ex. M-1 consist of accounts of three major units namely Visakhapatnam Outer Harbour, Visakhapatnam Inner Harbour and Visakhapatnam Fishing Harbour at page 78, 86 and 93 and that while they showed 101 Outer Harbour unit at page 86 a deficit of Rs. 9 crores 76 lakhs and odd they showed for the Inner Harbour at page 78 the overall surplus of 17 crores 23 lakhs and odd and for the Fishing Harbour they indicated at page 93 the overall surplus of 35 lakhs. In other words as per Ex. M-1 the total surplus from the three units is about 7 crores 85 lakhs and odd for the year 1984-85. It is conceded in Annexure I of page 8 of Ex. M-1 and it is also admitted in the cross examination of MW-2. So if the demands of the workers in the reference are to be implemented the Management case is that they are likely to incur an overall expenditure about 15 lakhs per year as a total amount as mentioned by MW-1 who is the Senior Deputy Financial Adviser and Chief Accounts Officer. Whilst MW-1 admitted that the work was originally carried out departmentally and there were records showing from 1965 to 1976 the incoming and outgoing of the ships carrying iron ore and quantities of entire exported shipwise and conceded that he did not file the records MW-2 mentioned that they were doing this work of clearing of muck and fines through a contractor and not by a department which is not correct.

17. Now it is the case of the Management as per their counter that the total maximum engagement of contract labour never exceeded 220 at any time and that the workers contention is that the management is engaging 300 contract labour for clearing of muck and fines and also the contract labour after introduction of the contract labour system, the previous permanent workers who were attending to these works of clearing the muck and fines till 1965 to 1975 who were regular workmen under the Port Trust were shifted to some other place and the Management introduced the contract system in these operations not only to dislocate the existing khalasis it cannot be denied and it is not also denied that no further recruitment to these posts in these places from where these 300 workers were transferred to other departments was done. It is the case of the Management that this clearing of muck and fines was being done subsequently 1976 while Outer Harbour came into existence under the Contract Labour system. If the work in the industrial establishment is of regular and perennial in nature then the contract labour should not be engaged. So whether the work done by these contract labour whether they are 300 or 320 as the case may be primarily he is in the nature of regular and perennial nature and continuous or not and if so whether the same can be permitted to be done through the contract labour system.

18. The Management admittedly introduced the contract labour system in the operations connected with the clearing of muck and fines and also admitted as per the evidence of MW-1 and MW-2 that they introduced the contract labour system in other regular departments like Stores, Locos Vulcanising, Maintenance and Electrical. This is conceded by MW-1 and MW-2. But they maintained it is only for intermittent period. In fact the workers contention is these repairs in these main department mentioned above are performed by the regular workmen appointed for the purpose known as Khalasis who assist various skilled and highly skilled operators. As per the evidence of MW-1 and MW-2 in 1981 the contract labour who were being used for clearing of muck and fines either to in 1976 were used to assist the skilled operators. So it cannot be accepted that by introducing this system that number of khalasis are being shifted to some other places, where the man power is needed. In this context it is relevant that MW-1 and MW-2

admitted that in the case of the contract labour his daily wages would work out at Rs. 20.40 per day while casual Khalasi of the Port Trust is getting Rs. 33.00 per day. The casual Khalasi of Visakhapatnam Port Trust is having welfare benefits. Workmen compensation and retirement benefit as any other regular employee gets. In the case of contract labour who are attending to clearing of muck and fines and also attending to various repairs in other departments where regular staff are dispensed with. Such attendant benefits are not there and they are paid nearly Rs. 12.60 less than a casual Khalasi of the Visakhapatnam Port Trust. The letters Exs. W-4 to W-11 written by the workers and representation Ex. W-12 made to the Conciliation Officer and the comments of the Management under Ex. W-13 as well as the Conciliating proceedings minutes under Ex. W-14 and W-15 failure report would speak about these facts. Further MW-1 admitted that the contract labour are used for carrying heavy materials etc., during breakdown at Vulcanising and maintenance though there are some records for maintenance for using contract a labour for departmental workers. He did not choose to file them. He wants to deny orally that the contract labour are not used as khalasis in various sections how can this be accepted how the management is withholding the real records that are required for the perusal of the Tribunal especially when they maintain records showing the use of contract labour for departmental works and when they are exporting the iron ore worth 6.2 million tonnes per year they do not give a statement showing how many days the ship was occupying berth for purpose of loading at the Outer Harbour and tonnage that was actually loaded except showing the berth occupancy and percentage of berth occupancy. MW-1 in fact admitted in the case of breakdowns the period may extend but in the normal course 15 days in a month loading operations will take place. On 7-2-1986 MW-1 conceded that the clearing of muck and fines was done by the department in Visakhapatnam Port Trust upto 1975 in Inner Harbour and thereafter the work commenced from the Outer Harbour and this practice was dispensed with. He admitted that the export of iron ore commenced from December 1976 and till the work at Outer Harbour in December 1976 the work was given to contract labour to be attended and that it was initially was given to private agency and later it was entrusted to the Cooperative Society.

19. MW-1 conceded that the conveyor system of Ore Handling Complex operators in three shifts round the clock and witness added provided there is a ship at berth for loading. It is his business and also business of MW-2 to produce the records when they admitted that there are five to six ships of one lakh DWT and over that were given for carrying iron ore that for how many days the ship was occupying the berth for purpose of loading iron ore at the Outer Harbour and the tonnage that was actually loaded and the labour that were employed. He admitted that there are records but they withdrew them. So when the conveyor system of Ore Handling Complex operators in three shifts round the clock and when five to six ships in a month with one lakh tonnage were loaded with iron ore and when it is admitted that the conveyor system will function of the entire plant when there is a train for off loading and ship for loading and that daily there will be five to six tipplings on an average for unloading the iron ore at a maximum of 12 to 15 hours in a day receiving conveyor of iron ore and that each train will consist of 15 wagons containing iron ore require two hours for tippling the iron ore and in shift of 8 hours about two trains of 100 wagons will be tippled on an average. MW-1 conceded that there will be records to show how much quantity muck and fines are being removed daily and they are paying the wages for cubic metre measurement on the basis of the work done shown in the record, yet these records are not produced.

20. Finally MW-1 was suggested that the tippling operations, conveyor operations and clearing of muck and fines operations are integral parts which constitute the entire transportation of iron ore. The witness answered that tippling operation and conveyor operations are interconnected and mentioned that the clearing of muck and fines depend upon the seasons also but he did not say that it is integral part of the same. He conceded when the accumulation is too much they even stopped operations for clearing the muck and fines. So his statement that clearing of muck and fines will not always be interconnected with the tippling operations is not correct. Finally when he was specifically asked how many contract labour are engaged in tippling

peral and connected conveyor system the witness admitted that there are 200 contract labour etc., totally allocated by the superior, throughout the plant in three shifts an average about 30 to 40 per day are distributed for the tipping side. But he could not say how many the contract labourers are engaged for particular point for the process of stock piling. He admitted that the contract labour are utilised for breakdown of valcanising machines, maintenance and Electricals and that when the plant gets old by usage number of breakdowns have increased. Now the workers union came forward with Ex. W-8 statement showing shipwise and datewise and sectionwise labour used that is maintained by the Department. MW-1 verified Ex. W-8 and conceded that the statement is true and correct. It indicated that there is an increase in breakdowns especially in 1985 in the conveyor system and they were using 40 to 45 contract labour in all sections of Ore Handling Complex in three shifts. Though the witnesses wanted to get over this statement by saying that this was only with reference to August 1985. The same witness having admitted that there are records maintained by them showing the exact contract labour used by them for the work earlier to August 1985 did not choose to do the same to rebut it. Finally he conceded that the contract labour who have been entrusted with the departmental work are paid daily wages system and not on piece rate system. Though he could not certify the figures shown under Ex. W-17. MW-1 conceded that whatever payments were shown therein for such daily wages for the contract labour employment will be available in the Accounts Department of Visakhapatnam Port Trust. Then why the Management failed to produce all these records to show the number of employees that are contract labour that are used per day datewise, shiftwise and the wages that were paid to them daily or really wages that were paid to them and also to show loading berthwise in the ships and the tonnage and the departmental works that were attended by the contract labour for the breakdowns. When there are records showing arrival of the ships and the departure of the ships and quantity loaded and when the rated capacity of ships is 8 thousand tonnes per hour as asserted by the workers which is conceded by MW-1. It is strange that having constructed Outer Harbour with a specific purpose of export of iron ore more quickly for getting more profits though the Management is getting even as per Ex. M-1 the surplus of 7 crores. 85 lakhs they want to show that by making the contract labour who are being admittedly used perennial and continuously in all shifts they want to deny them the benefits that show to the Khalsi who are working under Visakhapatnam Port Trust by paying them lesser pay and giving a middle man or middle Cooperative Society some advantage without guarantee of employment.

21. Now the arguments that this Union did not have majority of the Union is basically incorrect. There is an evidence by WW-1 and WW-2 that 75 percent of the workers who are employed in Outer Harbour belong to their union and moreover they filed the list of showing their union membership in I. D. No. 9 of 1985 and therefore when this is not disputed by the other union who wanted to come on record and should have come before the Tribunal and adduced evidence as directed by the High Court and this Tribunal to show their strength failed to do so and when there is no contrary evidence from the Management it must be held that more than 75 percent of the workmen employed in Ore Handling Complex to which the reference relates to are members of this Union, Port and Dock Employees Association represented by WW-1 and this union is competent to espouse their case.

22. The next argument that the Union is not a recognised union and therefore it did not have substantial number of workmen in Ore Handling Complex falls to the ground. The other union which tried to imitate itself were not permitted to come on record of this Tribunal and when they want to appeal to the High Court by way of writ the High Court confirmed the order of this Tribunal and the said workers of that other union could not come before this Tribunal to say or show their strength and capacity or the number of workmen whom they represented to dispute this fact.

23. Now under the Contract Labour (Regulations and Abolition) Act 1970. Act 37 of 1970 Section 1 showed that it applied to every establishment in which 20 or more workmen are employed or were employed on any day of the preceding 12 months as contract labour. It is mentioned that it shall not apply to establishment in which work only

of an intermittent or casual nature is performed. In the explanation it is mentioned the work performed in an establishment shall not be deemed to be of intermittent nature if it was 120 days any preceding 12 months or if it is of seasonal character and it is performed for more than 60 days in a year. So it is for the Ore Handling Complex to produce the records to show that how many days the contract labour were paid wages how many dates they were engaged or how much work was extracted for how many ships they attended for loading and how many transfer point while conveyor system is in progress the muck and fines is removed and how many breakdowns in other department were attended as maintained by. Admittedly they were 220 labourer employed by them if so were they employed for 120 days or they employed seasonal for 60 days. Is there any evidence like this from the Management or Cooperative Society which engage casual labour. No such records are produced and permanent five or six ships of bigger vessel over and above one lakh DWT were being loaded with iron ore and Ex. M-3 payment of wages to the contract labour of the Cooperative Society Column 2 with reference to muck and fines and column 3 with reference to expenditure towards supply of labour for breakdown works instead of preparing such a statement and filing through the financial expert signed by the Personnel Officer, the relevant records which are maintained should have been produced which would have disclosed the number of employees and the period for which they performed preceding 12 months in question and the actual work they have done hourly. In 1981 contract labour is employed in other department also like valcanising, loes, maintenance, electricals as indicated in Ex. M-3. In October 1979 as per Ex. M-3 column 2 for muck and fines it was 22,200.97 by December 1985 it went upto Rs. 1,18,933.00 only for muck and fines, while in December, 1980 for expenditure towards supply of for breakdowns is shown at Rs. 6,570.00 it has again gone up to Rs. 32,558.40 by December 1985. Now under Chapter IV of the Contract Labour (Regulations and Abolition) Act the principal contractor or employer have to take licence for engaging contract labour. Admittedly the Visakhapatnam Port Trust or contractor and contract labour Cooperative Society were not having licence as required as they were conceded to be employing about 200 contract labour (more than 20 contract labour required licence). So a person employed without a licence as contemplated under Chapter IV if a person or Corporation employees with a licence as contemplated under Chapter IV what is the effect to whom the workmen belong. In BHEL Workers' Association Hardwar and others v. Union of India and others [1985 (I) LLJ, page 428]. It was held by the Supreme Court that the definition of establishment and "principal employer" clearly did not exclude it. On the other hand express and include the Government or any of its department of the Act apply to them. The Act is not confined to private employers only. Section 2(c) defines a Contract, in relation to an establishment, as meaning a person who undertakes to produce a given result for the establishment other than mere supply of goods or articles of manufacture to such establishment, though contract labour or who supply contract labour for any work of the establishment and includes a sub-contractor. It is also mentioned that Section 12 provides for licensing of contractors and Sections 13, 14 and 15 provide for the licensing regulations amendment of licence and appeal. Thus it was laid down at para 6 at page 432. "Thus we see that no invidious distinction can be made against contract labour. Contract labour is entitled to the same wages, holidays, hours of work and conditions of service as are applicable to workmen directly employed by the principal employer of the establishment on the same or similar kind of work. They are entitled to recover their wages and their conditions of service in the same manner as workers employed by the principal employer under the appropriate Industrial and Labour Laws." So the Supreme Court has laid down that the Contract Labour Act are entitled for some wages, hours of work, holidays and conditions of services as are applicable to the workmen directly employed by the principal Industrial Labour Laws are also applicable. Therefore it is not correct to say that Industrial Disputes Act had no application. Another case reported in the same Workmen of Port and Crampton v. The Management (1985 (I) LLJ page 492) While dealing with Tamil Nadu Contract Labour (Regulations and Abolition) Rules 1975 it was held that if the workmen are not hired through a contractor holding a valid licence under the Act, he would be a workman employed by the management itself. If the management was aware that contractor had no valid licence, the workmen

would not be contract labour within the meaning of Section 2(2)(v) of the Act and if the management engaged the services of workmen and paid their wages through the contractor, the contractor will have no existence in the eye of law. It would thus lead to the position that there is no direct relationship between the management and workmen engaged through contractor. There is an implied contract of service between the workmen and the management. So the management's contention is not tenable at all. Even in Workmen of Food Corporation of India v. Food Corporation of India (1985 (1) LLJ page 4). It was held that the workmen employed by the contractor cannot be the workmen of third party who engaged contractor to accomplish a particular result and when the Management is getting the same nature of work, hours of work and conditions of work turned out by these contract labour they cannot be allowed to exploit the labour force in the guise of contract labour. First of all the Trade Union is not for abolition of contract system but it is questioning the engagement of contract labour which is perennial. In order to exploit the labour force in this guise. When the contract labour are being engaged continuously round the clock and when the Contract labour is engaged for regular works, the evidence on record and admission of both sides witnesses would reveal though the work turned out by regular Khalasis and contract labour are same the contract labour are paid less wages obviously on the ground that the management could not afford and wanted to minimise their expenditure but when the workers are exploited by extracting work round the clock continuously and perennially and without they are using departmental work such as vulcanising, electrical and other works and carrying out heavy equipment and that required records are suppressed though available and not filed, I hold that the alleged saving cannot be at the expense of efficiency or at the cost of labour, the Management cannot pay less wages to the contract labour than regular workmen for similar nature of work especially when the same work is handled by the Khalasis of the Visakhapatnam Port Trust till 1975 and the contract labour are also entitled for Khalasis wages though they are styled as contract labour in the light of these judgements.

24. The Management relied upon the decision reported in *Burmah Shell Co. v. Industrial Tribunal* (1975 LIC page 165) and contended that under Section 10 of the I. D. Act that the provisions of Industrial Disputes Act, do not apply for adjudication when there is special enactment applicable to the subject contract labour, whether employed by contract or they work in an establishment. First of all in the light of the Supreme Court judgement in *BHEL Workers Association, Hardwar v. Union of India* (1985 (1) LLJ, page 428) when it is laid down that the labour contract are entitled to recover their wage conditions of service in the same manner as worker employed by the principal employer the appropriate industrial and labour loss. Therefore, it is not correct to say that Industrial Disputes Act has no application to the present facts. Moreover the facts mentioned therein had no application to the present facts wherein the Company being a leading oil storage distributing Company has eight Portwise installations, 146 company owned up country depots and 4128 retailer pump and 41 Air outlets he got two depots of categories general workmen and lorry drivers, and the method of operation of the seven depots was in vogue till the Company handed over the distribution of work to contractors who employed contract labour and thus closed down their own establishment. Then a department was registered regarding them. It is quite different. Here it is not so and the work was carried out by the Khalasis till 1975 and entrusted to the contract for one year and thereafter to a Cooperative Society and in 1983 the same assistance was entrusted main functions of the Khalasis in the main department to attend to the work. Therefore the scope of enquiry is altogether different.

25. I therefore hold that the action of the management in engaging contract labour for clearing muck and fines in Ore Handling Complex and also on regular work as Khalasi and Stores, Locos, vulcanising maintenance etc.. is not justified and the same is not in accordance with the provisions of Industrial Disputes and in violation of contract labour (Regulations and Abolition) Act 1970.

26. In the given circumstances, it is the duty of the Management to fill up the posts by means of regular recruitment and at the same time these contract labour who have

put in more years of service should be considered and preferred in the existing labour vacancies and thereafter for the remaining posts there must be regular appointments giving security of tenure of employment. Therefore while holding the action of the management is unjustified regarding the relief to the workmen and I direct that the present vacancies be converted into that of regular Khalasis posts since they came under the definition of Industrial Disputes Act also for the purpose of continuity of service while filling up the vacancies. As it is a contract labour engaged in these operations are not covered by the contract labour enactment and they should be deemed as employees of Visakhapatnam Port Trust and they are entitled for all the benefits and for any vacancies that may arise they should be filled by them by way of regular recruitment to safeguard this interests.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th April, 1986.

J. VENUGOPALA RAO, Industrial Tribunal
Appendix of Evidence

Witnesses Examined

for Workmen :

WW-1—A. Rahaman.

WW-2—M. H. Haque.

Witnesses Examined

for Management :

MW-1—K. Kameswara Rao.

MW-2—K. N. Rao.

Documents marked for the Workmen :

Ex. W-1—True copy of the Minutes of the meeting held between the representatives of OHC Labour Contract Coop. Society Limited, Visakhapatnam and the Port Trust on 21-12-83 at 2.30 P.M.

Ex. W-2—Vulcanising Staff of daily allocation dated 13-1-85 of Visakhapatnam.

Ex. W-3—Vulcanising Staff of daily allocation dated 13-1-85 of Visakhapatnam Port Trust Ore Handling Complex.

Ex. W-4—Representation dated 24-2-81 made by Port and Dock Employees Association to the Chairman, Visakhapatnam, Port Trust, Visakhapatnam.

Ex. W-5—Representation dated 29-12-81 made by Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam.

Ex. W-6—Letter dated 3-3-82 addressed by A. Rahaman, General Secretary Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam with regard to giving works for contracts at O.H.C.

Ex. W-7—Letter dated 14-3-83 addressed by A. Rahaman, General Secretary, Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam with regard to clearing of muck and fines at O.H.C. by Department Workers instead of giving for contract.

Ex. W-8—Letter dated 14-11-83 addressed by A. Rahaman, General Secretary Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam with regard to stopping of giving for contract the work of clearing muck and fines at O.H.C.

Ex. W-9—Letter dated 10-12-83 addressed by A. Rahaman, General Secretary, Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam with regard to giving contract of clearing muck and fine at O.H.C.

Ex. W-10—Representation dated 7-1-84 made by A. Rahaman, General Secretary, Port and Dock Employees' Association to the Asst. Labour Commissioner (C), Government of India, Visakhapatnam.

Ex. W-11—Letter dated 8-3-84 from A. Rahaman, General Secretary, Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam with regard to submission of pending demands as per agitation notice dated 25-2-84.

Ex. W-12—Letter dated 28-4-84 from A. Rahaman, General Secretary, Port and Dock Employees' Association to the Chairman, Visakhapatnam Port Trust, Visakhapatnam.

Ex. W-13—True copy of the detailed comments of the Visakhapatnam Port Trust on the Industrial Dispute between the Management of V.P.T. and the workmen represented by Port and Dock Employees Association and a charter of three demands.

Ex. W-14—Minute, of conciliation proceedings held on 24-2-84 in the dispute between the Management of Visakhapatnam Port Trust and their workmen represented by Port and Dock Employees Association.

Ex. W-15—Failure of conciliation report dated 5-3-84.

Ex. W-16—Statement showing the iron ore exported through O.H.C. V.P.T. to Japan from April 1977.

Ex. W-17—Amounts paid for Muck and Fines clearance and Labour supply at O.H.C., after starting of Outer Harbour.

Ex. W-18—Contract Labour used for the Departmental Works during the month of August 1985.

Ex. W-19—Contract Labour used for the Departmental Works for the month of September, 1985.

Ex. W-20 (By consent)—Letter dated 10-2-86 addressed by Plant Superintendent (M.R), Visakhapatnam Port Trust Ore Handling Complex to K. Venkateswara Rao, A.F. (O) Muck and Fines and D. Appa Rao, A.E. (O) Muck and Fines with regard to unsatisfactory Muck and Fines clearance work at various locations of the receiving conveyor system by the OHC contract Labour Society.

Documents marked for the Management :

Ex. M-1—Administrative Report and Annual Accounts of Visakhapatnam Port Trust for the year 1984-85.

Ex. M-2—Details of payments made to M/s. OHC Labour Contracts Co-operative Society Ltd., Visakhapatnam.

Ex. M-3—Statement showing the iron ore export and ore carriers from 1976-77 to 1984-85.

J. VENUGOPALA RAO, Industrial Tribunal

[No. L-34011/12/84-D.IV (A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 18 जून, 1986

का.पा. 2464.—ओर्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूनियन बैंक आंकड़े हंडिया के प्रबंधतांत्र से सम्बद्ध सियोजकों और उनके कर्मकारों के बीच, अनुसंधान में तिरिच्छा ओर्योगिक विवाद में ओर्योगिक अधिकारण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-86 को प्राप्त हुआ

New Delhi, the 18th June, 1986

S.O. 2454—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government on the 12th June, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA
BANGALORE

Dated this the 31st day of May 1986
PRESENT :

Sri R. Ramakrishna, B.A., B.L., Presiding Officer
Central Reference No. 4 of 1983

I PARTY	II PARTY
Sri M. D. Deshpande, 3369, Gondhaligali, Belgaum-2.	Vs- The Chairman & Managing Director, Union Bank of India, Backbay Reclamation, Administrative Office, 239, Bombay-400021.

APPEARANCES :

For the I Party :—Sri Ram M. Apte, Advocate, Belgaum.
For the II Party.—Sri K. Kasturi, Advocate, Bangalore.

REFERENCE

(Government Order No. L-12012(186)/80-D.II(A) dated
11-5-83)

AWARD

The I Party workman who was unsuccessful before the Conciliation Officer and before the Central Government to make a reference for adjudication connected to his dismissal order made on 25-11-1976 has moved the matter before the Hon'ble High Court and pursuant to the order dated 4-10-82, the Central Government has referred this matter in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 shortly called Act, for adjudication on the Schedule referred to herein below :—

SCHEDULE

“Whether the action of the management of Union Bank of India, Belgaum in terminating service of Sri M. D. Deshpande, Sub-Staff w.e.f. 23-11-1976 is justified? If not, to what relief the workman is entitled to and from what date ?”

2. Consequent to this reference the notices are issued to the parties and the I Party after making his appearance has filed a claim statement on 29-5-1983. Since the II Party have failed to appear before this Tribunal, my learned predecessor has passed an ex parte award on 16-8-83 in favour of the I Party. Against this award, the II Party have filed a miscellaneous application to set aside the ex parte order and the same was set aside by my learned predecessor and allowed the II Party to file their claim statement and take part in the proceedings.

3. The I Party workman who has been dismissed from service on 25-11-1976 on the ground of “voluntary abandonment” has contended in his claim statement, that on 25-11-76 he had taken 3 days casual leave and thereafter he fell sick and he was unable to attend the duties and extended the leave from time to time by sending leave applications supported by medical certificates. He has further contended, the Branch Manager of the II Party Bank has requested him to appear before the Superintendent and District Surgeon, Civil Hospital,

Belgaum for medical examination vide their order dated 27-1-1977 for which he asked some clarifications and without sending any intimation, the management have sent one Dr. G. G. Hukkeri on 15-2-1977 to his house for making proper medical examination. When Dr. G. G. Hukkeri visited on 15-2-1977 he has told him that he has under treatment from one Dr. Ranade, thereby Dr. Hukkeri did not examine the workman and went away. Thereafter on 22-2-1977 the Superintendent of the Staff Department has sent a letter alleging that the workman has refused to undergo medical examination on 15-2-1977 and further he was staying away from the work on false pretext without complying with the leave rules of the Bank and his absence was unauthorised and he was directed to report for duties within 2 days failing which his name will be struck off from the muster roll. Then he wrote a letter on 1-3-1977 bringing to the notice of Superintendent that he was still under the treatment and his services may not be terminated. The II Party without any reference to the said letter have terminated the services with effect from 25-11-1976 vide their letter dated 19-3-77.

4. He has further contended that the action of the Superintendent in terminating his services with retrospective effect when he was under medical treatment is unfair, unjust and unlawful. He has not committed any misconduct or any other act or omission and he was interested in the service and was unable to attend due to his severe illness. The Superintendent is not competent to terminate the services which could have been done only by the appointing authority. It is also violative of the contract of service and principles of natural justice. The order of termination was passed without giving any consideration whatsoever to his letter dated 1-3-1977 and further the termination amounts to retrenchment within the meaning of Section 2(oo) of the Act, as the same has been effected in violation of Section 25-F of the Act.

5. He has prayed to pass an award that the termination of the services from 25-11-1976 is not justified and he is entitled to reinstate in service with full back wages, continuity of service and other consequential reliefs.

6. The II Party in their counter-statement have contended that the reference is liable to be rejected in limine as the points of dispute does not arise for adjudication when in fact the I Party himself has abandoned his services.

7. It is further contended, the I Party was appointed as a new recruit with effect from 1-12-1975 as he was working in Belgaum Bank Limited which was taken over by the II Party. Under a memorandum of settlement arrived at between the II Party and the Belgaum Bank Employees Union, the I Party resigned from the services of the Belgaum Bank on 30-11-1975 and in terms of settlement al the leave that the I Party had to his credit lapsed on the day he resigned. Hence he had no leave to his credit except the casual leave for the year 1975.

8. It is further contended, the II Party by its order dated 20-11-1976 transferred the I Party from Belgaum Branch to Domlur Branch at Bangalore, as one of the service conditions governing the I Party is that his services were transferable anywhere in Karnataka at any time. The I Party requested for 3 days casual leave from 25-11-1976 to 27-11-76 on the ground of urgent work. Subsequently he requested for grant of sick leave from 29-11-1976 to 13-12-1976 with a medical certificate. On 14-12-1976 he came to the Belgaum Branch and requested for further extension of leave for 20 days from 14-12-76 to 2-1-77 on medical grounds, in support of which he produced a medical certificate. The spate of leave applications aroused in the mind of the II Party in the light of the transfer order and to confirm the genuineness of the medical certificates, the II Party advised the I Party to undergo medical examination from Bank's doctor and a memo was served on 27-12-76. The I Party did not undergo the medical examination but sent leave application requesting for the extension of leave for one month from 3-1-1977. The II Party vide its memo dated 27-1-1977 required the I Party to appear before the Superintendent of District Surgeon, Civil Hospital Belgaum for the medical examination. The I Party neither attended the medical examination nor reported for work but repeated the same act of requesting leave extension for one month from 2-2-1977, thus remaining absent from the duty.

9. It is further contended that the I Party had no intention of continuing his employment and has been absenting himself without sufficient grounds, then the II Party to give him one more opportunity to keep job for himself informed him vide a memo dated 22-2-1977 that he should report for duty immediately and his absence from 25-11-1976 has been unauthorised. Though the memo was sent to him by R.P.A.D. the I Party did not come to report for duty which gave bona fide reasons to the II Party that the I Party has on his own volition abandoned his services with the II Party.

10. It is further contended that when the I Party refused to undergo medical examination clearly prove that his seeking leave are not genuine and the medical certificate that he has produced did not really substantiate that he was sick. The I Party has refused to undergo medical examination when the company's doctor was visited and also not appeared before the District Surgeon as directed by the II Party. Though number of opportunities were given to the I Party he did not bother to report for duty, hence the II Party had no option but to treat the I Party as not interested in service of the II Party. Since the I Party on his own accord has left the services of the II Party there is no question of termination and there is no violation of Section 25F of the Act. It is further contended when an understanding was reached on 6-11-79 to re-employ the I Party again, he showed his recalcitrant attitude and refused the said offer. Even the leader of the Union withdraw his support the dispute before conciliation. The Government of India also refused to refer the dispute as it felt the I Party had consistently refused to obey the order of the II Party and the II Party under the circumstances mentioned earlier was under the bona fide belief that the I Party has himself terminated his services by remaining absent for sufficiently long periods and hence he is not entitled for any relief and his prayer is liable to be rejected.

11. On the basis of the above pleadings, my learned predecessor has framed the following additional issues :—

1. Whether the termination of services with retrospective effect is illegal ?
2. Whether the Superintendent is not competent to terminate the services of the workman ?
3. Whether the termination of services is in violation of the contract of service and that it is illegal ?
4. Whether the termination is contrary to the provisions of the Industrial Disputes Act including Section 25-F.

12. FINDINGS :

Issues Nos. 1 to 4 :—Since the independent discussions on each issue bound to create the repetition all the issues have been taken together for determination. The II Party to justify the action taken by them have examined 5 witnesses and marked the documents from Ext. M-1 to Ext. M-25. Per contra, the I Party has examined himself and 5 documents have been marked from Ext. W-1 to W-5.

13. It is an admitted fact that the I Party workman was originally working in Belgaum Bank Ltd. which was taken over during 1975 by means of a Memorandum of Settlement by the Union Bank of India as per Ext. M-11. According to this settlement, the services of all the existing staff were taken to Union Bank of India in their respective designations by proper fitment as a fresh candidates. Their selections were made on the more application and no interview was held. However, for our purpose, the question of leave which was earned by the employees in their earlier service in Belgaum Bank Ltd. was not decided in this settlement. However, as evidence discloses, all the appointments in the II Party-Bank being considered as fresh appointment, the leave rules in Staff Circular No. 1313 was made applicable as shown in Ex. M-18.

14. MW-1, the then Manager of the Union Bank of India has deposed that at the relevant point of time he was working as a Branch Manager and the I Party who was appointed under Ext. M-1 was working as a peon from December 1975. He has further deposed that after the appointment the workman was governed by the rules of Union Bank of India. This workman was transferred to Bangalore during November 1976 as per Ext. M-2

The I Party without reporting for duty has started applying leave from 25-11-76 to 2-2-77 on six occasions in succession. He has also produced 2 medical certificates on 2 occasions hence the Bank asked him to undergo the medical examination by an approved medical doctor as per Ext. M-3 dated 27-12-76. The workman after refusing to undergo medical examination has sent another leave application as per Ext. M-5 dated 3-1-77. The Bank once again asked him to undergo medical examination as per Ext. M-6 dated 27-1-77 and the workman once again refused. It is his further evidence that the Bank deputed two officers and bank doctor to go to the house of the workman for making medical check up which was also refused by the workman. The doctor has given a certificate to this effect as per Ext. M-12. In spite of this, the Bank gave one more opportunity for the workman to report for duty by a memo dated 22-2-77 as per Ext. M-13 and the workman has not responded to this letter.

15. He has further deposed that in view of the above, the Bank considered that the workman voluntarily and wantonly abandoned the services and the Bank treated his absence as voluntarily abandonment on 19-3-77 as per Ext. M-14. Then the workman took the matter for conciliation through the Association. Then the Central Office agreed to reappoint him as a fresh candidate on 23-7-79 as per the letter Ext. M-15. Since the workman has not made any application the Union withdrew the case as per Ext. M-16 before the conciliation officer.

16. To corroborate the fact that the Bank has deputed the doctor G. G. Hukkeri to conduct a medical examination the II Party have examined Dr. Hukkeri and 2 other officials who have accompanied the doctor. The workman has not denied the visit of the doctor and his sole contention is that the said doctor after perusing the prescription slips given by one Dr. Ranade, Dr. Hukkeri has not examined the workman as he was satisfied with the genuineness of illness of the workman.

17. Though there is a lengthy cross-examination made to these 3 witnesses, the fact remains that Dr. Hukkeri did visit the workman's house along with the witnesses MW-2 and MW-3 and gave a report as per Ext. M-12 stating that the workman has refused to submit for medical examination.

18. Against this evidence, the workman has deposed that in the year 1976 he was working at Ravivarpet Branch and applied for 3 days casual leave from 25-11-76. Due to his sickness he has extended his leave from time to time producing medical certificate.

19. He has further deposed that on 27-1-77 the Bank asked him to appear before the District Surgeon, Belgaum. Then he asked the Bank to clarify how it has got such a power to refer by his reply on 9-2-77. On 15-2-77 the Bank has sent MW-4 Dr. Hukkeri to his house and the said doctor after seeing the prescription has satisfied and left the place without making any examination. Then he received a letter from the Bank Superintendent, Bombay dated 22-2-77 as per Ext. M-17. Then he sent a reply on 1-3-77 as per Ext. W-2. On 19-3-77 the Bank has intimated him that his services have been terminated with effect from 25-11-76. He has further deposed that the Bank has not made any payment either during notice period or retrenchment compensation and in the first instance the Central Government declined to make a reference against which he has filed a writ petition and on the direction of the Hon'ble High Court a reference was made by the Central Government.

20. He has further deposed that after joining the Union Bank of India on 1-12-75 he was entitled to take leave which was to his credit which he has earned for previous period when he was working in Belgaum Bank. From January to June 1976 the Bank has granted him 10 days casual leave and 26 days sick leave as per Exts. W-3 and W-4. He has further deposed that to the leave letters applied by him from November '79 to June '77 the Bank has not replied either granting or refusing the leave. He has denied the suggestion to avoid his transfer to Bangalore, he went on taking leave continuously and also denied that he had no interest in the work and also refused to receive the letters sent by the Bank.

21. On a scrutiny of both oral and documentary evidence produced by both the parties, the workman was appointed as per Ext. M-1 from 1-12-75. Ext. M-2 is a transfer order dated 20-11-76 issued by Regional Office, Bangalore on which much controversy was shown by the workman. It is made out by the management that this transfer order was received by him in the evening hours on 24-11-76 which they intended to serve on 25-11-76 and from that day the workman has sent a leave application for 3 days casual leave upto 28-11-76 and this process was continued by consequent six leave letters along with medical certificates issued by more than one doctor. It is also in the evidence that this casual leave was not granted by MW-1 and it is further admitted by the workman that he has taken different types of leave after he joined the II Party and from January to June 1976 he has availed 12 days casual leave and 26 days towards sick and earned leave and 4 days extraordinary leave after June '76.

22. On the basis of these materials the learned counsel for the II Party Mr. K. V. Shivangi has submitted that in spite of several letters written by the management, the workman has remained absent by sending leave applications and medical certificates issued by several doctors which clearly shows that he wanted to avoid transfer order. He has further submitted that since he has failed to submit himself for medical examination before the District Surgeon, Belgaum and refused to get examined by the doctor deputed by the Bank, the matter is very crystal clear that the workman has voluntarily abandoned his service by making false leave applications and the false medical certificates.

23. Against this submission, the learned counsel for the I Party has contended that since the workman was legitimately applying for leave accompanied by medical certificates the Bank could not have come to the conclusion that the workman has abandoned his service. The learned counsel further submitted that the Bank without informing that the leave has been refused should not have acted and terminated the services of the workman in the guise of abandonment.

24. According to Ext. M-18 the leave rules that was governing to the II Party Bank that the employees shall be given credit of 12 days casual leave in January and if any employee joins in the middle of the year his leave will be credited 1 day per month for the remaining period of the year. It further shows that an employee who desires to avail of leave other than casual leave he is required to apply in writing and one can avail casual leave upto 4 days on grounds of ill health and along with casual leave no combined leave can be granted of any other kind. An employee is entitled to sick leave on half substantive pay at the rate of one month for each year of service. The conditions preceded mentioned for granting sick leave it will be granted on production of medical certificate acceptable to the Bank. In cases where the Branch Managers are not satisfied with the medical certificate produced by the employee, the Branch Manager can require the employee concerned to appear for medical examination before a doctor of his choice or have the employee examined at his residence by a doctor of his choice depending upon the illness of employee.

25. As per the evidence of the workman that he has availed 12 days sick leave in the year 1976 upto June and also availed with privilege leave for 15 days as per Ext. W-4. Some discretion is vested with the Branch Manager to grant casual leave where prior permission was not obtained.

26. The workman has admitted the receipt of Ext. M-6 directing him to get himself examined by the District Surgeon of Belgaum and he has also refused to undergo medical examination by MW-4 as evidenced by the report of the doctor Ext. M-12. The Branch Manager has addressed a letter to the Head Office on 22-12-1976 as per Ext. M-17 that this workman had no casual leave in balance when first application was made on 25-11-1976 and he has not made the application for casual leave but for the privilege leave which cannot be granted because it was not submitted one month before the date as per the leave rules. Acting on this letter, the Bank has addressed letters on 27-12-76 to appear for a medical examination and on 27-1-77 advised him to get a certificate from the District Surgeon, Belgaum. The tendency of this workman is not fulfilling to these re-

quests made by the management shows that he was not at all sick as evidenced by the medical certificate produced by him. The Bank under medical rules had power to examine the genuineness of the sick leave application when it feels any doubt about it. The Bank having waited for such a long number of days had no other go than to issue a notice of termination as per Ext. M-14 dated 19-3-77 removing the name of the workman from the muster roll with effect from 25-11-76. When a dispute was raised before the Conciliation Officer, the Bank further acceded to provide employment to this workman as per Ext. M-15 which was also not accepted by this workman which made the union to withdraw their demand as per Ext. M-16.

27. The tendency of this workman by all these attendant circumstances shows that he was not interested to continue his service and he himself is responsible for losing his job from the Bank. Though several technicalities have raised by the I Party workman, such as, non-receipt of refusal of leave by the management, the letters exchanged between the parties has an indication to show that the Bank had some doubts in its mind about the bona fides of the I Party man which made them to ask the workman to undergo the medical examination as directed by the Bank. The II Party has in unequivocal terms informed the workman in Ext. M-13 dated 22-2-77 that the workman should report for duty within 2 days, after concluding, that he is staying away from work on false pretext. Even then, this workman has not reported for duty. If he was really sick nothing was not prevented him to demonstrate before the II Party about his sickness by making his appearance before the Manager. A medical certificate date 3-1-77 advising the workman to take treatment and rest for a period of one month from that day was produced and marked as Ext. M-5(a). It does not show in any place that this workman was prevented to move about due to his illness as it is stated that he was suffering from Ulcer. The II Party after waiting for a period of 25 days have no option but to strike his name from the muster rolls with effect from 25-11-1976, from which day the workman remained absent after applying for leave. The workman has not disputed the various communications made to him from time to time including Ext. M-14 dated 19-3-77 intimating him that he was ceased to be in the employment of the Bank with effect from 25-11-76. Even after receipt of this letter the workman instead of convincing the authorities about his bona fides he appears to have sent another leave letter dated 13-5-77 Ext. M-21 along with medical certificate. This letter is sent about 1-1/2 months after receipt of Ext. M-14.

28. These circumstances make it clear that this workman was not interested to continue his work in the Bank and he was also not serious about the consequences of his remaining absent without complying the request made by the Bank. This workman appears to have thought that by sending a sick leave application with medical certificate of a local doctor that he can prolong the time in joining duty. Even after receipt of Ext. M-14 it appears to have made the representations on 13-6-77 and 8-7-77 showing his inclination to report for duty. In these circumstances, the II Party have rightly struck off the name of the workman for abandonment of his service.

29. Since the workman has got his name removed from the muster roll of the Bank by his own acts it does not fall under the term 'termination of services' and thereby attracting Section 25-F of the Act.

30. Now coming to the competency the II Party have examined the Superintendent of Personnel Department, Central Office, Bombay. He has deposed that one J. D. Unawala was the Manager, Personnel Department and was overall in-charge of personnel matters all over India. The Bank was divided into several zones and the Superintendent used to be the head of particular zone. The functions of the Superintendent are included appointment, transfers, promotions and disciplinary actions. He has further deposed that from 1975 to 1978 he was looking after the affairs of the South Zone and Belgaum City was coming under his jurisdiction. At that time one Mr. Padukone was the Superintendent for Southern Zone.

31. He has further deposed that Mr. Padukone as Head of the Zone has signed Ext. M-14 and his initials are at Ex. M-14(b). Before issuing Ext. M-14 the approval of the

Manager was obtained as per Ext. M-14(c). The original of Ext. M-14 was sent to Mr. Deshpande. At present, Unawala and Padukone have been retired from service and their whereabouts are not known.

32. In the cross-examination it is elicited that the appointment order Ext. M-1 was signed by the Manager one Mr. Bijoor who was superior to the Superintendent and he has denied the suggestion that only the Manager had competency and not the Superintendent. Though this witness has stated that he will produce the necessary documents to show that the Superintendent got the powers to issue dismissal order but nothing was produced by the II Party.

33. On this point, the learned counsel for the II Party has submitted there is no termination of employment in the strict legal sense as it is only abandonment of employment and the I Party has not shown that Padukone had authority to issue the order of termination by producing a better evidence in this regard. Hence the contention of the I Party is to be rejected.

34. Against this submission, the learned counsel for the I Party Mr. Apte has submitted that the striking of the name from the muster roll though technically called as abandonment of employment but for the purpose of the Industrial Disputes Act this amounts to termination. Though Section 25-F is not attracted for the purpose of retrenchment compensation since it can be called as termination. The learned counsel further submitted that if it were to be held as termination its order was not issued by the competent authority, the same will become unenforceable in law. In support of his contention the learned counsel placed his reliance on a decision reported in 1969 I L.L.J. 50 between Mukherjee and State Bank of India and another.

35. In the above cited decision, the question of dismissal of an employee of Imperial Bank of India, appointed by the Chief Accountant, then transferred to the State Bank and thereafter dismissed by the Staff Superintendent below the rank of appointing authority has come up for consideration of the Court as to. Whether such a dismissal is in accordance with the statutory requirements. The Hon'ble Court formulated the question that it was undisputed that the punishment under the statute can be awarded only by the State Bank, which, according to the regulations, means the Central Board, the local board or any of its committees. In para 521 (12) of the Sastri Award, the Staff Superintendent has been appointed the authority empowered to take disciplinary action. This is not in compliance with the statutory requirements and the statutory requirements cannot be obviated by the award. The impugned order has not been made by the State Bank as required under the statute.

36. It was held that the impugned order of dismissal of the petitioner was ultra vires for non-compliance with the statutory requirements as to the authority by whom only the order of dismissal could be made.

37. With respect, this decision cannot be made applicable to the facts of this case as either of the parties have not placed what type of regulation that was governed in case of dismissal of an employee.

38. However, it was made clear that this workman was appointed by the Manager of the Bank as per Ext. M-1 after the merger of the Belgaum Bank Ltd. to the Union Bank of India and concomitant on a settlement all the employees of Belgaum Bank Ltd. were re-appointed without disturbing the scales of pay they were receiving immediately before the merger. Admittedly, the final order Ext. M-14 instructing that his name has been struck off from the muster roll of the Bank was issued by the Superintendent and according to MW-4 the Superintendent is below the Bank of the Manager. It was tried to make out that the Manager has approved this order as per Ext. M-14(c) which was subjected to an objection by the counsel for the I Party at the time of marking on the ground that this endorsement was made subsequent to reference of this dispute. Added to this, there was absolutely no pleading in the counter-statement of the II Party to show as to who is the competent authority to issue the order of dismissal though it is in the evidence of MW-4 that the Zonal Superintendent was competent for a appointment disciplinary action. Though this witness has undertaken during the course of his evidence to produce

such document to show the competency of the Superintendent but no such document has been produced before this Tribunal at any point of time thereafter. Hence I am compelled to hold that the order of dismissal was not made by a competent person and thereby such dismissal has become invalid in law.

39. For the reasons discussed above from para 12 onwards I hold all the issues in the affirmative.

40. In view of the finding on Issue No. 2, the order Ext. M-14 has become inoperative in law. However, it was made out during the course of argument that the I Party—workman having attained the age of superannuation with effect from 1-11-85, the question of reinstatement does not arise if this Tribunal comes to a conclusion that striking of his name from the master roll due to his continuous absence is found to be incorrect. The learned counsel for the II Party has relied on a decision reported in 1974 I L.L.J. 97 (SC). In this decision, Their Lordship of the Supreme Court, when a temporary employee was dismissed from service in a similar circumstance, as in this case, have held that the action of the Corporation was bona fide and not punitive. However, Their Lordships after getting aside the award of the Special Labour Court for reinstatement have awarded the payment of salary from 7-11-70 to 6-1-71 towards wages.

41. The fact that this workman has reached the age of superannuation has not been disputed by the I Party.

42. Since the action of the II Party was bona fide, as the I Party workman has himself to blame for the lapses committed by him in disobeying the orders of the II Party in undergoing medical examination and also refusing to the offer made by the II Party for a fresh employment this Tribunal has to apply its mind for a solution which does not hamper the interest of both the parties. If the back wages of the I Party workman is computed it comes to several lakhs of rupees on the basis of the wages governing the Bank employees. If such an order is made, the bona fide action of the management will be defeated and the public money will be swindled for an unnecessary purpose. At the same time, if we take the interest of the I Party workman who has been fighting litigation overside 1977 any order against his interest will tend to resulting to an economic death of the workman. At this stage, it is relevant to take note of the observation made by His Lordship Justice Mukherjee as he then was, in Bharat Bank Ltd., vs. Employees of Bharat Bank Ltd., reported in 1950 (I) L.L.J. 951 (SC).

"In settling the dispute between the employees and the workman the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper though they may not be within the terms of any existing agreement. It was not merely to interpret or give effect to the contractual rights or obligations of the party. It can create new rights and obligations between which it considers essential for keeping industrial peace."

43. Keeping the above observation of His Lordship and acting under Section 11-A of the Industrial Disputes Act I have to hold that it was open for the management to give a lesser punishment after holding an enquiry against the misconduct of absence committed by the workman. Hence this Tribunal feels that the ends of justice will meet if an award is passed as follows :—

AWARD

The extreme penalty of dismissal made by the management is not justified. In lieu of reinstatement and back wages I award a sum of Rs. 50,000 as compensation to the I Party—workman which is payable within two months from the date of publication of this award. The parties shall bear their own costs.

(Dictated to the Stenographer, transcribed and typed by [Signature] and corrected by me).

R. RAMAKRISHNA, Presiding Officer

[No. L-12012/186/80-D.II (A)]

का.आ. 2465—ओर्डरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधनतंत्र ने अधिक नियोजकों और उनके कर्मकारों के बीच, झनुबंध में नियिट और्डरिंग विवाद में केन्द्रीय सरकार और्डरिंग अधिकार झनुबंध के प्रबंध को प्रत्यापित करती है, जो केन्द्रीय सरकार को 13-6-86 को प्राप्त हुआ था।

S.O. 2465.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 13th June, 1986.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/LC(R)(61)1983.

PARTIES :

Employers in relation to the management of State Bank of India Raipur (Madhya Pradesh) and their workmen (Shri Y. P. Sao, Ex-Cashier) represented through the State Bank of India and Subsidiary Bank Employees Union, Clo State Bank of India, Main Branch Raipur (M.P.).

APPARANCES :

For Union : Shri P. S. Nair, Advocate.

For Bank—Shri G. C. Jain, Advocate.

INDUSTRY : Banking

District : Raipur (M.P.)

AWARD

Dated : June 4, 1986.

This is a reference under Clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 vide Notification No. J. 12012(163)83-D. II(A) dated 17th November, 1983.

2. Non-controversial facts of the case are that the State Bank of India is a body corporate constituted under the State Bank of India Act, 1935 and its branches at various places are administered and supervised and controlled by the Central Office, situated at Bombay. That the workman Shri Y. P. Sao was working as Cashier Incharge at Kirandul Sub-office at the relevant time. This branch was under the administrative control and supervision of Dantewara Branch. Dantewara Branch was required to arrange for the remittance of the amount requisitioned by the Sub-office, Kirandul and also the removal of surplus cash from Sub-office Dantewara. On 26-11-1972 the Sub-office at Kirandul requisitioned remittance of two lacs. The remittance was sent by Dantewara Branch in the Pick Up Van provided by the N.M.D.C. as usual in Notes of denomination of Rs. 100, Rs. 20, Rs. 10, Rs. 5, Rs. 2 and Re 1. The remittance was accompanied by Shri L. S. Rao, as Postdar. Original key was kept at Dantewara while the duplicate key was kept at Kirandul Sub-office. Shri S. C. Kahar, Officer-in-charge Shri Badwaik, Branch Head Cashier and Shri P. Radhakrishnan, a clerk of Dantewara Branch had also gone with the same Van to Kirandul. The remittance box was taken in the Banking Hall.

3. It is also not disputed that Shri Y. P. Sao was working as Officer-in-charge at Kirandul Sub-office on 16-11-1972 and he had withdrawn Rs. 2000/- in respect of Saving Bank Account No. 336/690 of one Shri B. N. Sao which was passed next day on 17-11-1972 Shri Y. P. Sao received payment himself.

4. The case of the management further is that the remittance was duly checked and locked as per instructions at Dantewara Branch by the joint custodian of the Dantewara Branch in the presence of Shri L. S. Rao who had himself

handwriting expert who was not called to prove the same.

(ii) The enquiry Officer and the Disciplinary Authority even ignored —

(a) the report of hand-writing expert i.e. "it does not offer to be base for definite opinion."

(b) the letter of Shri B. N. Sao whose Savings Bank Account was operated that he has no complaint regarding the withdrawal.

12. I have gone through the enquiry papers and I find that the contention of the workman is correct. It appears that the enquiry was started ignoring the relevant facts that the fraud may have been perpetrated by the official of Dantewara Branch. No enquiry was directed in that line. Simply on the basis of the statement of the accompanying Poldar who may himself have been a party to it only the workman was charge-sheeted. It was also ignored that the official-in-charge of Dantewara Sub-office was a joint custodian and that how he handed over the key to the cashier and was not present when the box was opened. Conduct of the enquiry by starting with the cross-examination of the workman without any evidence of the management and allowing the witness to cross-examine the workman are sufficient to vitiate the enquiry. But I find that this Tribunal cannot go into these questions and passed its award on these grounds in view of the Schedule to the reference which has been made by the Government in the following words :—

"Whether the action of the management of State Bank of India, Regional Office, Region III, Raipur, in relation to their Kirandul Branch in dismissing from service Shri Y. P. Sao, Ex-Cashier, with effect from 25-11-1981 is disproportionate to the charges against him. If so, to what relief is the workman concerned entitled ?"

Thus the reference says that whether dismissing from service Shri Y. P. Sao, Ex-Cashier with effect from 25-11-81 is disproportionate to the charges against him or not, if so, to what relief the workman is entitled ? The reference does not say whether the act of dismissal is just and proper. The matter of punishment is only referred to this Tribunal.

13. Law in this regard is now well settled as has been commented on the basis of various authorities by the learned Author Shri Vithal Bhai B. Patel in his book "Law on Industrial Dispute" Vol. I, Third Edn. at p. 457 in the following words. This view is also reiterated in the case of Firestone Tyre & Rubber Co. of India Pvt. Ltd. and their workmen (1981-II-LLJ p. 218 SC).

What gives jurisdiction to the Labour Court or the Tribunal is the order of reference. The Labour Court or the Industrial Tribunal is not a Court of general and residuary jurisdiction but a court with specific jurisdiction circumscribed by the terms of the order of reference. Their jurisdiction in industrial disputes is limited to the points specifically referred for adjudication and to matters incidental thereto. They cannot go beyond the terms of reference by recording a finding on a matter not referred for adjudication."

Thus looking to the nature of reference the propriety and legality of the act of the management in finding the charges proved cannot be questioned before me. The finding that the charges are proved, of the Enquiry Officer and the Disciplinary Authority as well as the appellate authority can neither be taken as the matter referred nor a matter incidental thereto. This Tribunal has no authority to enlarge the scope of the reference either by liberal construction of the reference or by treating it as a matter incidental thereto. The Central Government by its reference has only referred the matter of punishment to this Tribunal for consideration saying whether it is disproportionate to the charges against him or not. I, therefore, proceed to consider the question of punishment whether it is disproportionate or not.

14. I have already pointed out that the Enquiry Officer did not find the main charge no. 1 proved that he removed the amount of Rs. 900/- He had found him only guilty of

non-observance of the Circular No. 60 of 1968. As I have already pointed out this Circular was neither shown to the workman inspite of his plea nor proved during enquiry. It has only been produced before this Tribunal. Thus the gravity of this charge is lost to the management and it is to be treated only a formal charge without any value of gravity attached to it.

15. As far the second charge, I find that not evidence was adduced to prove it. The findings are based only on the cross-examination of the workman concerned and the report of the hand writing expert who is not called upon to prove it. The burden was on the management to prove the report of the handwriting expert and give an opportunity to the defence to cross-examine him specially looking to the fact that he was also not sure about his opinion. To punish with the penalty of dismissal a man on such doubtful report and that too being opinion of the expert which is inconclusive does not appear to be justified and proper. Shri B. N. Sao whose accounts are alleged to have been operated by the workman as Official-in-charge of the Bank had given in writing that he had no complaint regarding the withdrawal. This application has been ignored on the ground that it is too brief and ambiguous and it is not specific regarding the particulars of the withdrawal. This is to my mind hardly any reasonable ground to reject it. In any case, to my mind the inconclusive report of the expert and this letter of Shri B. N. Sao destroys the element of fraud on the part of the workman. In view of these facts at the most he can only said to have ignored the procedure with respect to first and second charge without any fraud or malafide intention on his behalf but in good faith. It appears that the key of the box was handed over by the official-in-charge of the Sub-office and the workman opened the box bona fide in his absence. In such circumstances as the enquiry officer himself has stated that the workman had no opportunity to remove the currency notes it can only be said that he acted bona fide. The circular concerned was neither shown nor proved during enquiry. For the second charge the only admitted position is that the workman undertook to encash the withdrawal of his friend or relation himself contrary to the prescribed rules and procedure. But this too he did bona fide without any fraudulent intention to harm the Bank or the customer concerned. The customer concerned has given in writing that he has no complaint to make. Thus the gravity of both the charges is reduced.

16. Looking to these facts & circumstances regarding charge no. 1 & no. 2 it can only be said that the workman is guilty of having breached certain procedure without any malafides. Therefore the punishment meted out to him is too much disproportionate to act of omission (not commission which is not proved). To my mind mere punishment of Censure would have been enough looking to the facts and circumstances of the case.

17. In view of my findings above I answer the reference and give my award as under :—

The action of the management of the State Bank of India, Regional Officer, Region-III, Raipur, in relation to their Kirandul Branch in dismissing from service Shri Y. P. Sao, Ex-Cashier, with effect from 25-11-1981 is very much disproportionate to the charges against him. He is entitled to be reinstated from the date of publication of this award with continuity of service but without back wages. The order of dismissal dated 25-11-1981 is set aside and instead a minor punishment of Censure is imposed against the workman which be substituted in his service book. No order as to costs.

Dt. 4-6-86

V. S. YADAV, Presiding Officer.

[No. L-12012/163/83-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 19 जून, 1986

का.प्रा 2466.—केन्द्रीय सरकार का समाधान हो गया है कि प्रोक्रिति में ऐसा अपेक्षित है कि सीमेंट उद्योग में सेवामानों को जिसे ग्रीष्मिक विवाद धर्षितम 1947 (1947 का 14) की प्रथम अनुसूची की प्रतिष्ठि 3 के मास्तरंत निर्दिष्ट किया गया है, उक्त धर्षितम के प्रयोजनों के लिए उपर्योगी सेवाये घोषित किया जाना चाहिए।

अतः अब और्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपर्युक्त (6) द्वारा प्रदत्त गोदावारी का प्रयोग करते हुए, केन्द्रीय सरकार उन उद्योग को उन विधिनियम के प्रयोगना के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस. 11017/13/85-डी. 1(ग)]
शाशि भूषण, अवर सचिव

New Delhi, the 19th June, 1986

S.O. 2466.—Whereas the Central Government is satisfied that the public interest requires that the services in the Cement Industry which are covered by entry 3 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by sub-section (ii) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[F. No. S-11017/13/85-D.I(A)]
SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 19 जून, 1986

का. धा. 2467.—और्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैस्टर कॉलफील्ड्स लिमिटेड, कोरबा एस्ट्रिया से सम्बन्धित उनकी बंको कौलरों के प्रबंधतत्र से सम्बद्ध नियोजकों और उनके कम्पनियां के बीच अनुबंध में निर्वाचित और्योगिक विवाद में केन्द्रीय सरकार और्योगिक अधिकारण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13 जून, 1986 को प्राप्त हुआ था।

New Delhi, the 19th June, 1986

S.O. 2467.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Korba Area in relating to their Banki Colliery and their workmen, which was received by the Central Government on the 13th June, 1986.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (45)/1983.

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Korba Area District Bilaspur and their workmen (Smt. Vidyamati and Smt. Bisahin, Gota Makers) represented through the Chattisgarh Khadan Karkhana Mazdoor Union, P. O. Bankimogra, District Bilaspur (M.P.).

APPEARANCES :

For Union—Shri Rambilash Shobhnath

For management—Shri P.S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Bilaspur (M.P.)

AWARD

Dated : June 3, 1986.

The appropriate Government i.e. the Central Government in the Ministry of Labour vide its Notification No. L-22011/

40/82-D. III(B) dated 24th August, 1983 has referred the following dispute, for adjudication :—

Having regard to the settlement dated 20-1-1981 between the management of Western Coalfields Ltd. and Chattisgarh Khadan Karkhana Mazdoor Union, whether the two retrenched employees, of whose names are given below, of Banki Colliery of Western Coalfields Ltd. Korba Area, P. O. Korba, Dist. Bilaspur are entitled for re-employment in the regular service of the said colliery ? If so, to what relief are these workmen entitled ?

(1) Smt. Vidyamati, Gota maker,

(2) Smt. Bisahin, Gota maker.

2. The non-controversial facts of the case are that prior to Western Coalfields Limited the Company was known as National Coal Development Corporation Limited which was a Government of India Undertaking in Korba Area. It had its mines in Korba, Banki and Surakachar in 1966. Smt. Vidyamati and Smt. Bisahin had joined as Gotta Makers respectively on 13-2-1963 and 1-1-1964 in Banki Coal Mines. In the year 1966 N.C.D.C. Ltd. had retrenched their about 300 workers after due notice illegally include these workmen. However, Kalabai and 18 others women workers were declared as Gotta Makers Suppliers contractors and mazdoors had started taking them work as contractors. Same system was adopted in Surakachar Colliery also with respect to Smt. Shanker Bai and others.

3. The case of the applicants further is that these and other women workers were told that the Company had adopted a policy not to employ women. However, if the policy is changed they will be taken on work. The work-women of Surakachar applied to the Central Government Labour Court, Jabalpur, under Sec. 33C(2) for declaring them as workmen and not the contractors and therefore they are entitled to wages under the National Coal Wage Agreement. On 20th March, 1979 the Court allowed their prayer. The management took up the matter upto Supreme Court but without success.

4. In view of that judgment the Sub-Area Manager, Banki Colliery orally assured the applicants and others that they will implement the judgment of the Tribunal and arrived at a settlement with the applicant. On this assurance the workmen closed their cases.

5. On 20-1-1981 Chattisgarh Khadan Karkhana Mazdoor Union and Western Coalfields Ltd. arrived at a settlement to implement the Tribunal's Award with respect of Surakachar but went back on these words regarding the application. The applicants therefore, applied to Sub-Area Manager of Banki Area on 12-2-1981 to take them as workmen as envisaged under Sec. 25H and Rule 78 respectively of the Industrial Disputes Act, 1947 and Rules made thereon. The Sub-Area Manager forwarded their request to the Deputy Chief Personnel Manager, Korba for necessary action on 17-2-1981. The Union also vide letter dated 13-3-1981 took their matter and dispute for reinstatement.

6. The case of the management is that the Union could not have taken them up their dispute because the applicants were not their members. The matter referred in the Schedule was never a subject matter of demand or refusal. As such there is no industrial dispute. Smt. Vidyamati and Smt. Bisahin were retrenched as early as in the year 1966 and they accepted their retrenchment without any complaint. The settlement dated 20-1-1981 mentioned in the order of reference is relating to the workers of Surakachar Colliery. The settlement being on special fact and circumstances and regarding different colliery and establishment it has no relevance to the case of the present workmen. The applicants for the last 16 years slept over the matter and at no stage approached the management for reinstatement. The management never gave any alleged assurance to these workmen.

7. My learned predecessor framed the following issues which with my reasons and findings are as under :—

ISSUES

1. Whether the reference is tenable on the ground that the workmen are not members of the sponsoring Union of the case and secondly whether any demand was raised before the management as would raise industrial disputes ?
2. Whether or not having regard the settlement dated 20-1-1981 the two workmen Vidyamati and Bisahin are to be employed in reference to the recruitment of the labour working under the Gota Supplier Contractor as the said workmen were retrenched employees of the management ?

Findings with reasons :—

8. Issue No. 1 :—In this regard Section 36 of the I. D. Act is important, material portion of which are reproduced below :—

"(1) A workman who is a party to dispute shall be entitled to be represented in any proceeding under this Act, by—

- (a).....
- (b).....
- (c) where the worker is not a member of any trade union (by any member of the executive or other office bearer) of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and authorised in such manner as may be prescribed."

Thus it is not necessary that the workmen should be members of the union then alone the office bearer can represent them. Their dispute was taken up by the Regional Labour Commissioner (Central) Jabalpur. The Union had written to the Regional Labour Commissioner on 23-7-1981 that the applicants have authorised them to represent their case (See Ex. W/4). The applicants had also written to the R.L.C. on 23-7-1981 vide Ex. W/3 in which they had stated that, they have authorised the General Secretary of the Union Shri Rambilash Shobhnath to represent their case. This goes to show that the applicants had authorised the Union initially to represent them and as such he is fully an authorised person to represent their case before me.

9. The second objection is that no such demand was raised to the management so it cannot said to be that there was an industrial dispute. This is quite contrary to the facts on record. The record shows that on 12-2-1981 vide Ex. W/2 the applicants had applied to Sub-Area Manager for reinstatement. Similar dispute was raised by the Prime Minister of the Union, Shri Rambilash Shobhnath vide its letter dated 13-3-1981 (Ex. W/11) to Shri B. N. Prasad, Additional Chief Personnel Manager. Thereafter the Union had taken up the dispute to the Regional Labour Commissioner for conciliation vide its letter dated 23-7-1981 (Ex. W/4). The Regional Labour Commissioner, Jabalpur had taken up the matter in conciliation as is apparent from Ex. W/9 but without any success. Thus this objection is also without foundation that there was no industrial dispute and this reference is incompetent.

10. Issue No. 2 :—Reference passed the question to this Tribunal that whether having regard to the settlement dated 20-1-81 between the W.C. Ltd. and the Union the applicants are entitled to re-employment in the regular service ? Ex. W/6 is the Memo of Settlement dated 20-1-1981. This settlement was arrived at in the course of conciliation with respect to the workmen of Surakachar Colliery. Therefore the plea of the management is that the settlement arrived at with Surakachar Colliery cannot be imposed in respect of Banki Collieries whose circumstances and establishments etc. were different. I am unable to agree. Though the workmen were

different but the management and the Union were the same. Sub-section (3) of Sec. 18 lays down that "Settlement arrived at in the course of conciliation proceedings under this Act....." shall be binding on :—

- (a) all parties to the industrial dispute;
- (b)
- (c) where a party referred to clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates ;
- (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

Settlement Ex. W/6 no doubt was with respect to different workmen but because it was arrived at during the conciliation proceedings it is binding on all the parties to the industrial dispute. These workmen had also raised their industrial dispute and was in conciliation is the comments of the management dated 13-10-1981 (Ex. W/9) and the proceedings of the R.L.C. dated 13-7-1982 (Ex. W/10) go to show. In any case it will apply to the establishment to which the dispute related and therefore employer and workmen are bound by it in view of the provisions of Sec. 18 of the I. D. Act.

11. There is yet another reason why the management is bound to honour the settlement dated 20-1-1981 in respect of these applicants also. Clause (ra) of Sec. 2 of the Act says that unfair labour practice means any of the practices specified in the Fifth Schedule. Clause IX of Fifth Schedule lays down that is unfair labour practice to show favouritism or,

Clause XIII further says that it is unfair labour practice if the award, settlement or agreement is not implemented. Thus it amounts to unfair labour practice when one set of workers are reinstated and regularised while the other set is cut off employment. This favouritism amounts to unfair labour practice.

12. There is still yet another reason why the applicants should be reinstated. Section 25H of the I. D. Act, lays down as under :—

"Whether any workman is retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, given an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

Rules 78 of the Industrial Disputes (Central) Rules, 1957 lays down the procedure of re-employment of retrenched workmen. Management led no evidence either to rebut the case of the applicants workmen or to show that they have followed the procedure prescribed under Sec. 25H read with Rule 78 respectively of I.D. Act, and Rules 1957.

13. As a last resort on behalf of the management it has been contended that looking to the nature of reference this Tribunal has no power to order reinstatement and regularisation of the applicants workmen. I am unable to agree. The matter of re-employment and regularization has been referred by the Central Government and its justification arises only as an ancillary matter.

14. For the reasons discussed above, I am of the opinion that having regard to settlement dated 20-1-1981 between the management of Western Coalfields Ltd and the Chattishgarh Khadon Karkhana Mazdoor Union the two retrenched

employees namely Smt. Vidyamati and Smt. Bisalini, Gotta Makers are entitled for re-employment in the regular service of the said Colliery.

15. The question arises from what date they are so entitled. Learned representative of the Union in the course of arguments has conceded before me that since it is not a case of wrongful dismissal or retrenchment the workmen be reinstated from the date of publication of the award and they forego their back wages. In view of this statement I am of the opinion that the work-women Smt. Vidyamati & Smt. Bisalini are entitled to re-instatement in the regular service from the date of publication of the award. The reference is answered accordingly. No order as to costs.

V. S. YADAV, Presiding Officer.
[No. L-22011/40/82-D. III(B)]

नई दिल्ली, 20 जून, 1986

का. 2468.—आंतरिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसेस सिगरेटी कॉलरेज कम्पनी लिमिटेड, कोठागुडियम, जिला खम्माम (आनन्द प्रदेश) के प्रबंधसंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुंत्र में निर्दिष्ट आंतरिक विवाद में आंतरिक प्रधिकरण, हैदराबाद के पंचाट को प्रकाशित करते हैं, तो केन्द्रीय सरकार को 17 जून, 1986 को प्राप्त हुआ चा।

Now Delhi, the 20th June, 1986

S.O. 2468.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd., Kothagudem, Distt. Khamman (A.P) and their workmen, which was received by the Central Government on the 17th June, 1986.

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT
HYDERABAD

Industrial Dispute No. 35 of 1984

BETWEEN

The Workmen of Singareni Collieries
Company Limited Kothagudem,
Khammam District.

AND

The Management of Singareni Collieries
Company Limited, Kothagudem,
Khammam District.

APPEARANCES :

Sarvashri V. Jagannadha Rao, V. Venkata Ramana and
Y. Srinivas, Advocates for the Workmen.

Sri K. Srinivasa Murthy and Miss G. Sudha, Hon. Secretaries, A.P. Chambers of Commerce and Industry,
Hyderabad for the Management.

AWARD

The Government of India, Ministry of Labour & Rehabilitation by its Order No. L-22011/70/83-D.III(B) dated 23-4-84 referred the following disputes under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Singareni Collieries Company Limited, Kothagudem and their workmen to this Tribunal for adjudication:

“Whether the action of the Management of Messrs Singareni Collieries Company Limited, Kothagudem in terminating the services of Shri V. Saraiyah and K. Anjaneyulu with effect from 1-7-83 and

21-6-83 respectively is justified ? If not, to what relief are the workmen concerned entitled ?

This reference was registered as Industrial Dispute No. 35 of 1984 and notices were issued to the parties.

2. This is a claim statement filed by the Workmen of Singareni Collieries Company Limited, Kothagudem represented by the Secretary, Tandur Coal Mines Labour Union to set aside the termination order passed against the two workmen mentioned in the reference and direct their reinstatement with full back wages and all other attendant benefits in the circumstances of the case. It is mentioned that the Respondent Company appointed V. Saraiyah, General Mazdoor in the Building Department on 28-5-1982 and K. Anjaneyulu, General Mazdoor, Building Department on 26-2-1982. According to the Union their services were terminated on the expiry of every two months and again with a gap of 2 or 3 days they were being reappointed. Both the said workers have worked for more than 240 days in a year and thus have got continuous service as defined in the Industrial Disputes Act. Their services were terminated on 21-6-1983 and 1-7-1983 respectively without any notice or payment of compensation. The termination is nothing but retrenchment and it is contrary to the provisions of the I.D. Act. Therefore the termination is liable to be set aside in both the cases, having failed in their efforts to get back into services after several representations, their efforts became futile. The other workers who were terminated filed Writ Petition No. 6798 of 1983 and the said petition was allowed by the High Court on the ground that the provisions of I.D. Act are not valid. Thus the above workmen are liable to be reinstated with full back wages and they are not able to get any employment anywhere in spite of their best efforts.

3. In the counter it is mentioned that it is true that V. Saraiyah and K. Anjaneyulu were appointed as temporary General Mazdoor on 28-5-1982 and 26-2-1982 respectively to work in the Building Department for a period of two months. It is incorrect to allege that the Respondent Company terminated the services of the workmen after the expiry of two months and again with a gap of two or three days they were reappointed. At no point of time they have continuously worked for 240 days as alleged in their petition. The Petitioner's case is not covered under the I.D. Act nor they can be treated as workmen. The workmen in dispute are not sponsored by the Employment Exchange insurance of that the Management engaged them for temporary work. After expiry of temporary period they were informed orally that their services were no longer required and were terminated. It is submitted that as the employment itself is temporary and there is no question of termination, the employment ceased by afflux of time. V. Saraiyah had put in 180 days musters during the relevant year 1982 from the date of his appointment. So he would not come within the purview of Section 25F of the I.D. Act or any other provisions. The total legal position was mis-conceived by the Petitioners. Regarding the claim of the petitioners that in view of the orders of the High Court of Andhra Pradesh the Writ Petition were entirely different and the judgment is not allowed. It is submitted that the facts of the case in the Writ Petition were entirely different and the judgment is not applicable either on facts or in law to the workmen in dispute.

4. The workmen examined two witnesses as W.W.1 and W.W.2 and marked Exs. W1 to W34. While the management examined one witness as MW1 and no documents were marked.

5. W.W.1 is one V. Saraiyah denoted that he was appointed as General Mazdoor in Building Department, Kothagudem on 28-5-1982 as per Ex W1, for a period of two months and he was terminated from service from Ex. W2 dated 29-7-1982 on an expiry of two months period. After gap of four or five days he was reappointed under Ex. W3 dated 2-8-82 for a period of three months and under Ex. W4 dated 4-10-1982 he was again terminated on completion of two months. Likewise under Ex. W5 he was again reappointed on 6-10-1982 and terminated on 6-12-1982 after completion of two months. It is his case that again after four or five days gap he was appointed under Ex. W7 at 16-12-1982 for

a period of two months and he was terminated under Ex. W8 dated 16-2-1983 after completion of two months. According to him again after four or five days gap he was reappointed under Ex. W9 dated 28-2-1983 for a period of two months and terminated six days earlier to completion of two months as stipulated in Ex. W10 and he was reappointed on 6-5-83 under Ex. W10 for a period of two months. The salaries pertaining to these periods of appointment were marked as Ex. W11 to W16. It is his case that he was an employed person and could not secure employment anywhere and that he is entitled for back wages also. According to him to deprive the benefit of the I.D. Act he had been terminated every two months in order to create technical breaks in his service and the breaks was not done due to lack of work but only to create break of service in his record. He denied the suggestion that the employment itself being temporary, there is no question of termination and the employment ceased by efflux of time. According to him though he did not complete 240 days muster in 1982 he continued to act as temporary mazdoor in the month of January 1983 to July 1983 and therefore he denied the suggestion that he did not complete 240 days attendance in a calendar year. According to him from the point of first appointment in May 1982 till July 1983 will be a calendar year for the purpose of calculation of 240 days and he denied the suggestion that he did not complete 240 days as required by rules. He admitted that in Exs. W1, W5, W7, W9 and W10 in all these orders it is mentioned that the post is temporary. He admitted that he was not in Writ Petitioners filed by other temporary mazdoors as shown under Ex. W33. He denied judgement under Ex. W33 has no application to him. According to him he registered himself in the Employment Exchange and handed over the employment card to the Management when he was appointed. According to him his father used to work in Singareni Collieries and he died also.

6. W.W2 is K. Anjaneyulu, he was first appointed as General Mazdoor in Building Department dated 26-2-1982 for a period of two months. He deposed similarly by marking Exs. W18, W19, W20, W21, W22 and W23 to show that he was appointed for a period of two months every time and terminated for a break of two or three days. He marked the salary slip Exs. W4 to W31 paid to him by the Company. According to him some pay slips were missing. It is also his case that he could not secure alternative employment and prayed that he should be reinstated. It is his case that he was not paid compensation when he last terminated and the representation made through the union, is marked as Ex. W32. He marked judgement of the High Court as Ex. W33. Ex. W34 consist of three minutes of conciliation held in the dispute. According to him he completed more than 240 days in a calendar year. He admitted that he is not the writ petitioner in the judgement Ex. W33. Everybody is appointed first in the temporary and there after they are given benefits later and they were made permanent.

7. M.W1 is the Personnel Officer, Head Office, Kothagudem. He mentioned that he knew these two General Mazdoors. According to him these two people have not come through the Employment Exchange. Normally they recruit people through the Employment Exchange. According to him both these people did not work for 240 days in a calendar year. He mentioned that the judgement referred to in Writ Petition No. 6798/83 (Ex. W33) is not applicable to them. According to him the judgement in Writ Petition No. 1439 of 1985 is applicable to the facts of this case and they are filing the certified copy of it in due course. He admitted that he did not bring to the Court either the muster register or salary register of these two workers, and he could not say without seeing those registers definitely how many days they have worked by each of these two workers. According to him it is the practice of the Company in case of temporary general mazdoor to show break of service for one or two days for every two months for temporary nature of jobs. He admitted that Saraiyah worked after his appointment under Ex. W1 till the completion of the period mentioned in Ex. W10 with a gap of two or three days for every appointment. He also admitted that it is true that the breaks of two or three days are shown in paper but in practice that the workers were doing the same job throughout without any break with a hope that they would be made permanent ultimately. Ex. W1

to Ex. W31 are issued by the Company to the two workmen. He admitted on paper that Saraiyah worked for 300 days excluding intervening holidays. Similar in the case of Anjaneyulu also under Ex. W17 to W23 appointment. It is clear that he was appointed over time for two months and on paper it looks that he worked for 320 days with intervening holidays. He admitted that he was not paid any compensation or notice pay. He admitted that some general mazdoors who were temporary were reinstated as per the judgement of High Court in Writ Petition No. 6798/83.

8. Now admittedly as per Exs. W1 to W10 V. Saraiyah was appointed as General Mazdoor with a gap of two days from 28-5-1982 till he was terminated six days earlier to the completion of two months as per Ex. W10 and he was paid salaries under Exs. W11 to W16. Similarly V. Anjaneyulu was appointed as General Mazdoor under Exs. W17 to W23 till he was terminated after the expiry of two months as stipulated under Ex. W23 and he was paid salary as shown under Ex. W24 to W31. Now the representations made by the Union is marked as Ex. W32 and the judgement of the Workers who were appointed like this two workers is marked as Ex. W33. M.W1 admitted appointment of the facts considering the case of the workers. First he admitted under Ex. W33 other workers filed Writ Petition in the High Court and they got themselves reinstated from the Writ Petition No. 6798/83. In the counter filed with reference to W.W2 A. Anjaneyulu there is no whisper that he did not complete 240 days in a calendar year. It is only alleged that V. Saraiyah did not complete 240 days in a calendar year but Saraiyah mentioned that from the date of appointment in May 1982 with breaks he was continued till July 1983 and if the same is taken that he had completed 240 days muster in a calendar year. M.W1 who is the Management witness admitted that he did not produce the registers or salary register of these two workers and without seeing them he could not definitely say how many days they worked and finally he conceded that there was no allegation in the counter that for completing 240 days the holidays are to be excluded and if the holidays are so excluded that these two workmen for short of 240 days at any rate in view of Ex. W33 judgement which is filed by similar workers. It was held that the Writ Petitioners who have completed 240 days continuous service cannot be denied the protection of I.D. Act and they need not seek relief under Industrial Disputes Act and the Writ Petition is maintainable and the terminations were quashed. Now in the instant case as per M.W1 evidence it is clear that Anjaneyulu completed 240 days continuously in a calendar year even with breaks and Saraiyah asserted that he worked for 240 days from May 1982 to July 1983 if the same is taken as calendar year for a continuous period of more than 240 days from May 1982 to July 1983 if the M.W1. The official records which are maintained are not produced in the Tribunal by the Management to deny the same. In H. D. Singh v Reserve Bank of India (AIR 1986 SC, page 132) when the Bank failed to produce the records when the workers claim that they have worked for 240 days in a period of 12 months, the Supreme Court observed that an inference should be drawn that the workmen case is true. So even in this case when the Managements witness M.W1 though examined the muster rolls and pay register were not produced to show that in a calendar year of these two workers did not work for 240 days. So an adverse inference as observed by the Supreme Court must be drawn in favour of the workmen and their oral evidence supported by Exs. W1 to W10 and Ex. W17 to 23 and their oral assertions which were also admitted by M.W1 would show that they completed more than 240 days in a calendar year. So the provisions of I.D. Act are attracted to these workmen and Section 25F of the I.D. Act directly comes. Moreover the Managements witness M.W1 said that it is the practice of the Management in the case of temporary General Mazdoor to show break of service for one or two days for every two months for temporary nature of jobs. In other words the break as shown report due to any lack of work but it has become a practice got over the provisions of I.D. Act as Section 25F and Section 25H and Section 25FFF etc. are brought into safeguard the rights of the workmen the break is artificial and it is also admitted that they are showing artificial breaks. Further M.W1 has gone to the extent of admitting but he tried to deny that the breaks of two or three are shown on paper but in practice that the workers

were hope that they would be made permanent ultimately. While this requires proper scrutiny in view of the judgment in *W.L. Peinon* under Ex. W33 and Section 25F of the I.D. Act. Their right when they have completed 240 days continuously in a calendar year the provisions of Section 25F are attracted and they become permanent workmen and they cannot be terminated without notice without payment of compensation in lieu of one months notice pay and other benefits. In the instant case apart from violating Section 25F of the I.D. Act, it is clear that these breaks are made only artificial breaks to get over the I.D. Act. I.D. Act whereof enactment brought into existence to protect the rights of the workmen and when the Management wants to get over the I.D. Act provisions by giving artificial breaks, it must be held that the same is got opposed to the principles of natural justice. Even in *L. Robert D'Souza v. Executive Engineer South Railway* (1982 I.L.J. (I) page 330). It is clearly defined what amounts to retrenchment and, it is held by Supreme Court termination by way of punishment inflicted pursuant to disciplinary action, voluntary retirement of the workmen and retirement of the workman on reaching the age of superannuation or termination of the service on the ground of continued ill-health are not attracted by Section 2(oo). It is held once the case did not fall in any of the excepted categories the termination of service even if it be according to automatic discharge from service under agreement would none the less come within the purview of "retrenchment" within the meaning of the expression in Section 2(oo). So these two workers are directly protected by virtue of Section 2(oo) and the termination are bad in law.

9. Thus on a careful consideration I hold that the action of the Management of Messrs Singareni Collieries Company Limited, Kothagudem in terminating the services of Shri V. Saraiyah and Sri K. Anjaneyulu with effect from 1-7-83 and 21-6-1983 respectively is not justified and in the light of the judgement of the High Court as well as Section 25F of the I.D. Act as these workmen became protected workmen, they are entitled to all the benefits including reinstatement with full back wages.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 9th day of May, 1986.

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined for the Workmen :

W.W.1 V. Saraiyah

W.W.2 K. Anjaneyulu.

Witnesses Examined for the Management:

M.W.1 Ch. Shivram Murthy

Documents marked for the Workmen:

Ex. W1 Appointment Order dt. 28-5-82 issued to V. Saraiyah by the Executive Director, S.C. Co Ltd., Kothagudem.

Ex. W2 Termination Order dt. 29-7-82 issued to V. Saraiyah by the Assistant Engineer (Civil) S.C. Co. Ltd., Kothagudem.

Ex. W3 Appointment Order dt. 3-8-82 issued to V. Saraiyah by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W4 Termination Order dt. 4-10-82 issued to V. Saraiyah by the Executive Engineer(C) S.C. Co. Ltd., Kothagudem.

Ex. W5 Appointment order dt. 6-10-82 issued to V. Saraiyah by the Executive Engineer(C) S.C. Co. Ltd., Kothagudem.

Ex. W6 Termination Order dt. 6-12-82 issued to V. Saraiyah by the Executive Engineer (Civil) S.C. Co. Ltd., Kothagudem.

Ex. W7 Appointment Order dt. 15-12-82 issued to V. Saraiyah by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W8 Termination Order dt. 16-2-83 issued to V. Saraiyah by the Executive Engineer (Civil), S.C. Co., Ltd., Kothagudem.

Ex. W9 Appointment Order dt. 28-2-83 issued to V. Saraiyah by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W10 Appointment Order dt. 6-5-83 issued to V. Saraiyah by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W11 Pay Slip pertaining to V. Saraiyah.

Ex. W12 Pay Slip pertaining to V. Saraiyah.

Ex. W13 Pay Slip pertaining to V. Saraiyah.

Ex. W14 Pay Slip pertaining to V. Saraiyah.

Ex. W15 Pay Slip pertaining to V. Saraiyah.

Ex. W16 Pay Slip pertaining to V. Saraiyah.

Ex. W17 Appointment Order dt 26-2-82 issued to K. Anjaneyulu by the General Manager, S.C. Co. Ltd., Kothagudem.

Ex. W18 Appointment Order dt. 3-5-82 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W19 Appointment Order dt. 4-5-82 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W20 Appointment Order dt. 18-9-82 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W21 Appointment Order dt. 25-11-82 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W22 Appointment Order dt 15-2-83 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W23 Appointment Order dt. 21-4-83 issued to K. Anjaneyulu by the Executive Director, S.C. Co. Ltd., Kothagudem.

Ex. W24 Pay Slip pertaining to K. Anjaneyulu.

Ex. W25 Pay Slip pertaining to K. Anjaneyulu.

Ex. W26 Pay Slip pertaining to K. Anjaneyulu.

Ex. W27 Pay Slip pertaining to K. Anjaneyulu.

Ex. W28 Pay Slip pertaining to K. Anjaneyulu.

Ex. W29 Pay Slip pertaining to K. Anjaneyulu.

Ex. W30 Pay Slip pertaining to K. Anjaneyulu.

Ex. W31 Pay Slip pertaining to K. Anjaneyulu.

Ex. W32 Letter dt 15-4-84 addressed by General Secretary Tandur Coal Mines Labour Union to the Desk Officer, the Secretary to the Government of India, Ministry of Labour, New Delhi with regard to Industrial Dispute between the Management of S.C. Co. Ltd., Kothagudem, A.P. and their workmen represented by T.C.M.L. Union (INTUC) over strike notice dt. 9-9-83 over illegal and wrongful termination of services of workers in Building Department.

Ex. W33 High Court Order in W.P. No. 4798/83 dt 20-12-83 on the file of the High Court of Andhra Pradesh at Hyderabad.

Ex. W34 Views of the union, and the Management along with failure of conciliation report.

Documents marked for the Management

NIL

30-5-86.

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-22011/70/83-D. III(B)]

नई विल्सी, 26 जून, 1986

का. प्रा. 2469.—ओर्योगिक विद्याव अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व संरक्षण, आगरा के प्रबंधनात से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्विष्ट ओर्योगिक विद्याव में केन्द्रीय सरकार ओर्योगिक अधिकरण, नई विल्सी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-6-86 को प्राप्त हुआ था।

New Delhi, the 26th June, 1986

S.O. 2469.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archaeological Survey of India, Agra and their workmen, which was received by the Central Government on the 11th June, 1986.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

NEW DELHI

I. D. NO. 11/85

In the matter of dispute between :—

Shri Hira Lal S/o Shri Khem Karan
Shri Ali Mohd. S/o Shri Abdul Khan
Shri Ravinder S/o Shri Rajvir Singh
Shri Prakash Chand S/o Shri Lotan Ram
Shri Nazif Ahmad S/o Shri Saeed Khan
Shri Ramesh S/o Summers
Shri Saeed S/o Shri Habib
Shri Kishore S/o Shri Ramdabab Singh,

All through President, Archaeological Survey Mazdoor Union, 2/236 Nanner, Agra.

VERSUS

The Chief Horticulturist, Archaeological Survey of India, Taj Mahal Gate (East), Agra.

APPEARANCES :—None for the workmen.

Shri Narinder Chaudhary for Management.

AWARD

The Central Government in the Ministry of Labour vide notification No. L-42012/3/84-D.II(B) dated 2-3-85 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Archaeological Survey of India, Agra in terminating the services of the following Malies w.e.f. 21-3-83 instead of regularising them is justified ? If not, to what relief are they entitled ?”

1. Shri Hira Lal S/o Shri Khem Karan
2. Shri Ali Mohd. S/o Shri Abdul Khan
3. Shri Ravinder S/o Shri Rajvir Singh
4. Shri Prakash Chand S/o Shri Lotan Singh
5. Shri Nazif Ahmad S/o Shri Saeed Khan
6. Shri Ramesh S/o Summers
7. Shri Saeed S/o Shri Habib
8. Shri Kishore S/o Shri Ramdabab Singh

2. The workmen filed statement of claim. The Management filed written statement. As the reference is going to be disposed of as settled, it is not considered necessary to set forth in detail the respective pleadings of the parties

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3. Vide letter No. 12/6/85/HDI-(Vol.II) dated 28-9-85 the Dy. Supdtg. Horticulturist, Archaeological Survey of India, Tajmahal, Agra forwarded the document of settlement between the parties and the affidavits of the workmen. According to the settlement which is signed by all the workmen and the Dy. Superintending Horticulturist on behalf of the respondent, all the 8 workmen had been regularised w.e.f. 28-9-85 and will continue to work as such and would be entitled to receive all salary benefits and emoluments that capacity. The workmen had no intention to contest the case and they were now fully satisfied by the action taken by the respondent. This agreement is supported by affidavits executed by each of the workmen wherein they have stated that now they have got no interest in contesting this case and they are fully satisfied with the terms of agreement executed between the parties and filed before this Tribunal and that they will not reagitate the matter in this court or any other court.

4. On 20-5-86 Shri Surinder Singh was present on behalf of the workmen and Shri Narinder Chaudhary for the Management. Shri Surinder Singh wanted time to verify the settlement and he was allowed time till today. However, today none is present on behalf of the workmen. I am quite satisfied about the genuineness of the settlement and the affidavits of the workmen filed in this court by the respondent. Hence this reference is disposed of as settled.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer

[No. L-42012/3/84-D-II(B)]

का. प्रा. 2470.—ओर्योगिक विद्याव अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विल्सी कुछ योजना के प्रबंधनात से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्विष्ट ओर्योगिक विद्याव में केन्द्रीय सरकार ओर्योगिक अधिकरण नई विल्सी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-6-86 को प्राप्त हुआ था।

S.O. 2470.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industry I [ibid], New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Delhi Milk Scheme and their workmen, which was received by the Central Government on the 11th June, 1986.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

NEW DELHI

I. D. NO. 79/83

In the matter of dispute between :

Shri Prem Pal Singh S/o Shri Lakhmi Singh, r/o Gava Khana Bazar, Palwal, District Gurgaon.

VERSUS

The General Manager,
Delhi Milk Scheme,
West Patel Nagar,
New Delhi-110008.

APPEARANCES :

Shri S. N. Sekhri for the workmen.

Shri Narinder Chaudhary for the Management.

AWARD

The Central Government in the Ministry of Labour vide notification No. L-42012(20)/82-D.II(B) dated 18-1-83 referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Delhi Milk Scheme, West Patel Nagar, New Delhi in not taking Shri Prem Pal Singh, mate, on duty on or

after 26-5-1980 and subsequently terminating his services with effect from 11-11-80 is justified? If not to what relief is the workman entitled?"

2. According to statement of claim of the workman he was appointed as Mate in the Delhi Milk Scheme on 10-1-1969. While in service he became patient of Tuberculosis in February, 1975. He submitted a medical certificate to the Management. On 26-5-77 he was declared fit for duty by the T. B. Hospital Mehrauli and requested the Management to take him on duty but the Management refused to take him on duty. Thereafter he made a number of representations but received no reply. On 11-11-80 his services were terminated without any notice, charge-sheet or enquiry. It is alleged that his termination was illegal, arbitrary, mala fide and colourable exercise of power for collateral purpose. The Mates junior to the workman were retained in service. The order of termination was punitive in nature as the foundation of the termination of services is his alleged absence from duty which is a misconduct and, therefore, an enquiry should have been held. His termination is retrenchment and he could be retrenched only if the provisions of Section 25-P and Section 25-G of the I.D. Act were complied with but there has been no compliance of the legal provisions. Hence his retrenchment is illegal, null and void and he has sought his reinstatement with continuity of service with full back-wages.

3. The Management in its written statement submitted that the workman was appointed as a temporary government servant w.e.f. 1-10-1969. The Management took upon an altogether contradictory stand regarding the illness of the workman. On the one hand it was stated that assertion of the petitioner that he was suffering from T.B. is false and concocted and in the next breath it has been stated that since the workman had failed to bring the medical fitness certificate from the appropriate medical authority/T.B. specialist he could not be allowed to resume duty. It was further stated that the workman was absent from duty from 26-2-75 onwards without any permission or intimation and it was no longer possible for the Management to keep him on its rolls and to keep the post vacant for an indefinite period. It was pleaded that the services of the petitioner have been terminated by invoking the proviso to sub-rule 1 of Rule 5 of C.C.S. (Temporary Service) Rules 1965 and it was not necessary to assign any reason while terminating the services of a temporary employee. The termination does not attach any stigma to the workman and there was no need for holding any enquiry.

4. The action taken by the Management in this case is most callous and the contradictory stand taken by it regarding the illness of the workman is deplorable. On the one hand, the assertion of the workman that he was suffering from T.B. is termed as false and concocted and on the other hand it has been pleaded that the workman had failed to produce medical fitness certificate from the appropriate medical authority/T.B. Specialist and, therefore, he could not be allowed to resume duties as per the rules. That the Management was fully aware that the workman was suffering from T.B. is fully proved from the protracted correspondence it entered into with the T.B. Hospital Mehrauli evidenced by its letter No. 3-1/69-Sthapna-3 dated 20-5-77; No. 3-1/69-Sthapna-3 dated 29-6-77; D.O. No. 3-1/69-Estt.-3 dated 5-10-77 addressed by Shri O. P. Girotra, Personnel Officer to Shri H. P. Dingley, Medical Superintendent of the T.B. Hospital Mehrauli; D.O. No. 3-1/69-Estt.-3 dated 24-11-77 addressed by Shri O. P. Girotra to Shri Dingley. The plea of the Management that the workman was absent without prior permission or intimation is also false because the workman had submitted a leave application for the period from 28-2-75 to 20-1-77 on medical grounds and the Management letter No. 3-1/69-Sthapna-3 dated 20-5-77 relates to this period of leave and it has been mentioned therein that the workman after availing of two years leave on ground of T.B. was being sent for medical examination and report. The other letters that followed to the hospital were in the nature of reminders. After that rather than insisting on getting the workman medically examined, all of a sudden the Management decided to terminate the services of the workman. It is a medical fact that T.B. is curable and either the medical fitness certificate which was produced by the workman from a private doctor should have been accepted or the Management should have got its satisfaction by getting confirmation from the hospital at Mehrauli. Rather than helping its employee in distress the management took the

cruel step of terminating his services. The action of the management in refusing to take the workman on duty on 26-5-80 was clearly not justified. The termination of the workman is both punitive in nature and also amounts to retrenchment and since no enquiry was held nor any retrenchment compensation was paid, the order of termination is illegal and unjustified. The workman is entitled to reinstatement with continuity of service with full back-wages. Reference is disposed of accordingly.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Date : 29-5-1986.

G. S. KALRA, Presiding Officer
[No. L-42012/20/82-D.II(B)]
V. K. SHARMA, Desk Officer

नई दिल्ली, 19 जून, 1986

का. आ. 2471.—मौद्दों ग्रिक् विवाद अधिकारियम्, 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार वा सार्वजनिक विवादिति मैसर्से सेट्रल कोलफाइल्ड लि. के प्रबंधन से सम्बद्ध नियोजकों, भौतिक मनके कर्मकारों के बीच अनुषंघ में निविष्ट (शोधांशिक विवाद में) केन्द्रीय सरकार शोधांशिक अधिकारण, नं 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-86 को प्राप्त हुआ था।

New Delhi, the 19th June, 1986

S.O. 2471.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Swang Colliery of M/s. Central Coalfields Limited, P. O. Swang, District Giridih and their workmen, which was received by the Central Government on the 6th June, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT

Reference No. 146 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Swang Colliery of M/s. Central Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri R. B. Tripathy, Area Secretary, Kathra Area RCMS.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 30th May, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (26)/85-D. IV(B), dated, the 17th October, 1985.

has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the action of the management of Kumardhuli Colliery of Messrs Eastern Coalfields Limited, P. O. Kumardhuli, Distt. Dhanbad in suspending from 10-2-1979 to 5-3-1979 and dismissing Shri R. P. Singh from service w.e.f. 12/14-5-1983 is justified ? If not, to what relief is the said workman entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

Dated : 30-5-1986.

I. N. SINHA, Presiding Officer.
[No. L-20012/23/84-D. III (A)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of Ref. No. 36 of 84

PARTIES :

Employers in relation to the Management of Kumardhuli Colliery of Messers Eastern Coalfields Limited PO Taldanga, Sersapahari Via Chirkunda Dist. Dhanbad.

AND

Their Workmen.

Joint Petition of Employers and Workmen.

The above mentioned employers and the workman concerned Sri R. P. Singh most respectfully beg to submit jointly as follows :—

- (1) That the employers and the workman concerned have jointly negotiated the matter directly, for arriving at an amicable and overall settlement of the dispute referred to this Hon'ble Tribunal.
- (2) That as a result of the aforesaid negotiations, the employers and the workman concerned have come to an amicable and overall settlement of the matter.
- (3) That the settlement in question has been arrived at in Form H under rule 58 of the Industrial Disputes (Central Rules) and copies thereof have been sent to the various authorities as envisaged in rule 58 of the said rules. Six copies of the said settlement are being submitted herewith duly signed by both the parties.
- (4) That the settlement in question has been implemented by both the parties and in view of this the dispute referred to this Hon'ble Tribunal no longer survives.

In view of the above the employers as well as the workman concerned jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the aforesaid settlement.

Sd/- (I. N. Singh)

(GENERAL MANAGER) RAMAKANT PRASAD SINGH,
KAPASARA AREA

EASTERN COALFIELDS LTD. RAL. S. MURTHY

PO TALDANGA SERSAPAHARI

Advocate

DIST. DHANBAD

For Employers

FOR & ON BEHALF OF EMPLOYERS

Dated this 30th day of May, 1986.

FORM H

(See Rule 58)

Form for memorandum of settlement

NAME OF THE PARTIES :

Representing employer—Shri Prem Chand Roy, Personnel Manager, Kapasara Area, E. C. Ltd.

Representing workmen.—Sri Rama Kant Pd. Singh, Ex. Magazine Incharge, Kumardhuli Colliery.

Short recital of the case :— Sri Rama Kant Prasad Singh, Magazine Incharge Working as Asstt. Storekeeper at Kumar dhuli Colliery was charge-sheeted and was dismissed from service on being found guilty after proper domestic enquiry.

The workman concerned made a representation to review the case and to consider his request for re-instatement etc.

The matter was placed before the competent authority and he has pleased to re-consider the case and approved the reinstatement of the concerned workman.

An Industrial Dispute having been raised by the concerned workman through his sponsoring Union the instant matter is decided to be resolved by entering into a settlement under the following terms and conditions to which the workmen concerned has agreed to accept.

Terms of Settlement :

1. Sri Rama Kant Prasad Singh will be reinstated in his service with immediate effect in his designation in which he was placed at the time of dismissal.
2. Sri Singh will be paid 50 per cent of the wages for the period of his idleness i.e. from the date of his dismissal to the date of his reinstatement.
3. By this settlement the instant dispute stands fully and finally settled and the workman concerned shall not raise any dispute whatsoever relating to the matter covered by the dispute and the payment of any dues.
4. Both the parties agree that a copy of the settlement to be sent to the authority concerned under rule 58(4) of I.D. (Control) Rules 1956 for registration.

Signature of the For and on behalf of the Management, Workman Concerned.

Ramakant Pd. Singh.

Witness :

PREM CHAND RAY,

Personnel Manager

Kapasara Area

2-6-84

1. (Illegible)

2. Rajni Kant Singh.

cc : The Asstt. Labour Commissioner (C), Dhanbad.

cc : The R.L.C. (C), Dhanbad.

cc : The C.L.C. (C), New Delhi.

cc : The Secretary to the Govt. of India,

Ministry of Labour, New Delhi.

Part of the Award

Sd/- I. N. SINGH

का.आ. 2474—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारताद्वय क्षेत्र की पुट्टी कोलियरी, मैसर्स भारत कॉकिंग कॉल लि., के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-86 को प्राप्त हुआ था।

S.O. 2474.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Pootkee Colliery in Bhagaband Area of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 7th June, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,

DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 37 of 1982

PARTIES : Employers in relation to the management of Pootkee Colliery in Bhagaband Area of Messrs Bharat Coking Coal Limited, P.O. Kusunda, District Dhanbad.

AND

Their Workmen.

PRESENT : Shri I. N. Sinha, Presiding Officer.

APPEARANCES

For the Employers—Shri B. M. Lall.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.—Industry : Coal.

Dhanbad, dated, the 12th June, 1986.

AWARD

The present reference arises out of Order No. L-20012/217/81-D.III(A) dated, the 16th April, 1982, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the demand of the workmen of Pootkee Colliery in Bhagaband Area of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, that the workmen mentioned in the Annexure below should be treated as workmen of the management of Pootkee Colliery is justified? If so, to what relief are the concerned workmen entitled and from what date?”

ANNEXURE

1. Shri Ram Gobind Ram.
2. Shri Seogee Pandey.
3. Shri Brahmadeo Ram.
4. Shri Bangi Kishore Singh.
5. Shri Nagina Singh.
6. Shri Sheo Kumar Yadav.
7. Shri Kanti Sakhai Yadav.
8. Shri Ram Kishan Puri.
9. Shri Nirmal Ram.
10. Shri Ram Balak Sao.
11. Shri Kishori Choudhary.
12. Shri Hanifuddin.
13. Shri Hanifuddin.
14. Shri Asgar Ali.
15. Shri Shibrata Bhuiya.

16. Shri Manki Bhuiya.
17. Shri Bijoy Kumar.
18. Shri Ram Prasad Mukherjee.
19. Shri Prahalad Choudhary.
20. Shri Ajoy Kumar Das.
21. Shri Prasanta Kr. Chatterjee.
22. Shri Babulal Paswan.
23. Shri Gyauddin.
24. Shri Sayer Ali.
25. Shri Md. Zakir.
26. Shri Seonandan Paswan.
27. Shri Raj Kumar Paswan.
28. Shri Kalim Khan.
29. Shri Hiraman Mahato.
30. Shri Ram Bilas Ram.
31. Shri Bhanghi Bhagat.
32. Shri Sultan Mian.
33. Shri Kamruddin Mian.
34. Shri Nasir Mian.
35. Shri Hatim Mian.
36. Shri Bhaglu Bouri.
37. Shri Lekhan Bouri.
38. Shri Lurkhur Ram.
39. Shri Ibrahim Mian.
40. Shri Chandrika Dusadh.
41. Shri Brijnandan Paswan.
42. Shri Champak Kr. Ghosh.
43. Shri Aslam Khan.
44. Shri Mummar Rabidas.
45. Shri Basdeo Paswan.
46. Shri Abdul Majiz (Bara) Mistry.
47. Shri Abdul Majiz (Chota).
48. Shri Aktar Alam.
49. Shri Md. Hamid.
50. Shri Basu Mallick Bouri.
51. Shri Chota Manik Bouri.
52. Shri Basdeo Sao.
53. Shri Md. Jashim (Mistry).
54. Shri Sashil Gope.
55. Shri Mizam Mian.
56. Shri Karim Mian.

2. The dispute has been settled out of court. A memorandum of settlement has been filed in court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

Dated 12-6-86.

I. N. SINHA, Presiding Officer

[No. L-20012/217/81-D.III(A)]

R. K. GUPTA, Desk Officer

3rd June/86

MEMORANDUM OF SETTLEMENT ARRIVED AT
BETWEEN THE MANAGEMENT OF BCCl AND THE
WORKMAN REPRESENTED BY BCKU IN RESPECT
OF 56 CONTRACTUAL WORKMEN OF POOTKEE
COLLIERY.

MANAGEMENT

SRI B. M. LAL,
P.M., AREA No. VIII,
BHAGABAD AREA.

UNION
SHRI D. MUKHERJEE,
SECRETARY, BCKU.

SHORT RECITAL OF THE CASE

The Union BCKU raised an Industrial Dispute before the ALC(C), Dhanbad with regard to regularisation of 56 contractual workmen of Putkei Colliery. The matter having ended in failure before the ALC(C), Dhanbad was referred to Central Government Industrial Tribunal No. I Dhanbad by the Central Govt. for adjudication where the same was numbered as Ref. No. 37/82. During the argument stage of the case the management agreed to settle the dispute amicably by regularising the concerned workmen as miner/loader. But since the Tribunal is not functioning since last two years therefore, the settlement could not be filed. However, after lengthy discussion on 3-6-86 the dispute is resolved on the terms and conditions given below :—

TERMS OF SETTLEMENT

1. It is agreed that all the workmen involved in the reference case No. 37/82 shall be regularised as miner/loader with immediate effect subject to their medical fitness.
2. That in the order of reference in serial No. 50 the name has been recorded as Basu Mallick Bauri but his name should be read as Bara Manik Bauri as mentioned in form 'C' register.
3. It is agreed that all the workmen concerned will submit documents as under within 45 days from the date of the settlement failing which the matters will be treated as closed.
 - (A) Affidavits in support of their claim.
 - (B) 5 copies of passport size of photographs duly attested by Shri D. Mukherjee, Secretary, BCKU.
4. It is agreed that those workmen, who reports for duty alongwith the affidavits and photograph will be medically examined and be allowed to resume duty within ten (10) days.
5. That since the matter has been settled amicably any question of payment of back wages or arrears whatsoever, prior to the date of settlement does not arise.
6. That the parties agreed to jointly file copies of the settlement to the C.G.I.T. No. I, Dhanbad requesting for holding the terms of settlement as fair and proper and passing the award in terms of settlement.
7. That the settlement shall be registered under rules 58(4) of the ID(Central) Rules, 1957.

For—UNION—BCKU

For—Management—BCCL

cc to : Chief Labour Commissioner (C), New Delhi.

cc to : Secretary to the Ministry of Labour, New Delhi.

cc to : BLC(C), Dhanbad/ALC(C) Dhanbad.

cc to : Union Concerned.

cc to : Case File.

cc to : Board Secretary, Koyla Bhawan, BCCL.

Part of the Award
I. N. SINHA

पेट्रोलियम और प्राकृतिक गैस संचालन

नई दिल्ली, 23 जून, 1986

का. आ. 2475—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि नृजगत राजा में के-441 (के.एल.ए.जे.) में जौ.जी.एम-III नक्शे पेट्रोलियम के परिवहन के निये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

श्री यतः यह प्रतीत होता है कि ऐसी लाइनों को बिलाने के प्रयोगान के लिये एन्ड्रोबर्ड अनुसूची में वर्णित भूमि में उपयोग का अधिकार वर्जित करना आवश्यक है।

यतः यह पेट्रोलियम और बनिज पाइपलाइन (भूमि में उपयोग के अधिकार का वर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंतिम फरमे का आना आशय एतद्वारा घोषित किया है।

बासरे कि उक्त भूमि में हिस्तवद्ध कोई व्यक्ति, उम भूमि के भीतर पाइप लाइन बिलाने के लिए आयोग संशम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेक्षणाल प्रभाग, मकायुरा रोड, बडोदरा-१ को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

श्री एसा आवेदन करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई अनित्यरूप से हो या किसी विधि व्यवसायी की माफत।

ननुसूची

के-441 (के.एल.ए.जे.) से जौ.जी.एम III

राज्य: गुजरात जिला: मेहसाना तालुका: कड़ी

गांव	तर्बे नं.	हेक्टेयर	आर.	सेटीयर
अम्बावपुरा	209/	0	36	00
[म. O-12016/101/86-ओएनजी-डी 41				

प. ए. राजगोपाल, दैनिक अधिकारी

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd June, 1986

S.O. 2475.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from K.441 (KLEJ) to G.G.S. III in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, herefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user herein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390009)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCIIEDULE

Pipeline from K-441 (KLEJ) to GGS III.

State : Gujarat	District : Mehsana	Taluka : Kadi		
Village	Survey No.	Hectare	Acre	Centi-are
Ambavpura	209	0	36	00

[No. O-12016/101/86-ONG-D4]
P. K. RAJAGOPAL, Desk Officer